

2/24/75

AIRTEL

TO: SAC, TAMPA  
FROM: SAC, BOSTON (92-2202) (P)  
SUBJECT: KEVIN H. WHITE;  
[REDACTED]  
AR - HOBBS ACT

b6  
b7C

For info Tampa, the following data is set forth:

KEVIN H. WHITE was re-elected Mayor of Boston in November, 1971, and is a candidate for re-election in November, 1975. WHITE has received considerable national publicity re his potential as a Vice Presidential nominee on the Democratic Ticket in the forthcoming National election.

[REDACTED] provided the following information:

[REDACTED],

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in Hartford, Connecticut. JAMES A. FRANEY, INC. (JAF) was a waste disposal company operating primarily in the City of Boston. JAF was also purchased by Sanitas and called Sanitas Waste of Mass. [REDACTED] was [REDACTED] of the JAF contracts with the City of Boston. The contract that Sanitas acquired via JAF for waste disposal for the downtown area of Boston was extremely valuable.

2 - Tampa  
② - Boston  
RES:gm  
(4)

SEARCHED

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92-2202-5

Sheehan

In 1971, aware that the City of Boston in the following year would award new contracts for waste disposal, [ ] felt it essential that JAF solidify itself for the forthcoming bids. A friend of WHITE's indicated a contribution to WHITE's forthcoming campaign would be a good move, [ ] agreeing, both wanting to go into the bid strong and aware that the bids did not necessarily have to go to the low bidder. [ ] and he decided to make a \$10,000 contribution and prior to or about the time of the Primary Election (9/14/71) [ ] gave \$5,000 in cash in an envelope to Mayor WHITE in WHITE's office, [ ] present. They wished WHITE well and said they would make a contribution of \$10,000, \$5,000 to be given later. WHITE was made aware that [ ] was [ ] and fact that the money was coming from Sanitas. WHITE referred to the other contractors saying that a couple of the "sons of bitches" did not do the right thing and that he, WHITE, was going to fix them. About a month later, [ ] again went to WHITE's office, [ ] WHITE turning over \$5,000 in cash in an envelope that [ ] provided. In both instances the cash was given to [ ] by [ ] and came from an [ ] would present a voucher to JAF for some type of phony services, the JAF check made payable to [ ] and then deposited in the [ ] cash withdrawn via two or three checks in odd amounts.

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In about February, 1972, [ ] met with other waste disposal contractors who had contracts with the City of Boston to discuss the forthcoming bids. The meeting took place in [ ]'s office in South Boston and present were [ ] of Dooley Disposal, [ ] of M & C Disposal, [ ] (ph) of Howard Disposal, and [ ] (ph). During this and a subsequent meeting an agreement was made as to who would bid which one of the eight available districts and the bid price he would submit. The bid price would include a normal profit figure, plus an additional profit, over and above the normal. It was agreed that it would not look good if all the contractors bid successively on the districts they had the previous contract, all agreeing to bid low on another district, the understanding there would be no problem swapping back to original districts after the contracts had been awarded, with the approval of Boston Commissioner of Public Works JOE CASAZZA.

BS 92-2202

The JAF bid included an additional profit figure of about \$150,000 over and above a normal profit. Anyone knowledgeable in the disposal business reviewing the prices should have known the bids contained unusual profit factors. [ ] noted the City of Boston contracted waste disposal services for \$1,500,000.00 less in this current contract, as distinguished from the contract awarded in 1972, the most recent contract not subject to pre-rigged bids.)

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After the 1972 bids were awarded some of the contractors, including JAF, were allowed to switch back from districts awarded to those handled in the previous contract. [ ] talked with either Mayor WHITE or CASAZZA to accomplish the switches on the basis that those formerly servicing the districts had the proper equipment and could do a better job at the price awarded than could newcomers to the district.

[ ] a waste disposal company as a subsidiary for Sanitas, submitting a low bid for the East Boston district in 1974 which was awarded to [ ] when [ ] refused to permit the Teamsters Union to organize a company. In 1973 [ ] told [ ] he could not bid the City of Belmont because [ ] had the contract, threatening to shoot [ ] after heated arguments, [ ] stating he would report the matter to the Attorney General. [ ] met with [ ] in an effort to resolve this dispute, [ ] backing down, ~~not~~ deciding to get rid of [ ]

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It has been determined that [ ] is in the Tampa, Florida area and can be contacted at telephone number [ ] which Tampa Office advised is listed to [ ] Florida.

Instant case receiving priority attention in Boston Office, as well as Office of U. S. Attorney. To date, Boston has been able to control investigation so that no newspaper publicity has yet been received. Efforts continuing to maintain this status until after interview of [ ]

BS 92-2202

[ ] is the only person who can corroborate cash payments to WHITE. Tampa should immediately contact him and obtain from him all data re his knowledge of payments to WHITE and other officials, as well as data he can provide concerning rigged bids for City of Boston disposal contracts in 1972. Data set forth above is to give Tampa sufficient background to handle the interview as distinguished from providing [ ] with the specifics set forth. Efforts should be made to obtain information concerning payoffs and rigged bids as specific as possible, and [ ] should be asked to provide what data he can concerning others who have knowledge of payoffs and rigged bids.

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Tampa should immediately contact [ ] and provide Boston with results in an FD-302 as soon as possible.



UNITED STATES GOVERNMENT

# Memorandum

TO : S A C (92-2202)

DATE: 2/28/75

FROM : SA ROBERT E. SHEEHAN

SUBJECT: KEVIN H. WHITE;  
et al  
AR - HA

On 2/27/75 SA [redacted] and writer went to [redacted] Rhode Island to interview a [redacted]. From [redacted] I telephonically contacted the [redacted] residence to determine if he was at home. A woman, identifying herself as [redacted] answered the telephone and on my request to talk to [redacted] immediately wanted to know who was calling. I identified myself. She then wanted to know why I would be contacting him. I told her it was in connection with an investigation and asked if he were home. She then told me I should talk to his lawyer or accountant. I again asked if he were at home, her reply he was sick in bed, again asking me why I wanted him. I told her I wanted to speak with her husband and asked if his illness were serious. She said he had some kind of a bug. I then told her in view of that I would try to contact him next week. She told me I would not do so, that I should contact his lawyers, Adler, Pollack and Sheehan, in Providence, R.I., telephone number 274-7200. She told me again, as she did several times during the course of the conversation, that she has the right to know what I wanted to discuss with her husband. I told her that my business was with her husband, asking her if she would want me to stop by her house. She said she certainly did not want me stopping by her house, again and consistently demanding that I told her the purpose of my contact with her husband. I terminated the conversation by telling her I would be in touch with her husband.

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RES:gm  
(2) *gm*

92-2202-7

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FEB 28 1975	
FBI - BOSTON	

*[Signature]*



5010-110

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

BS 92-2202

Anticipating subsequent service of subpoena, we searched for [redacted], stopping a South Kingston PD cruiser, the officer contacting the station via radio to locate the street. We drove to the street but could not locate [redacted]. A woman came out of one house and glared at us as we drove down the street.

We went to the South Kingston PD to see if we could locate on which side of [redacted] number [redacted] was located, unsuccessfully. Officer [redacted] assisted us. I overheard the desk officer telling someone telephonically that she should notify him if she got any further calls and try to get the registration number. I asked Officer [redacted] to check and determine if the caller was [redacted], which it was.

[redacted] called the station at 12:40 p.m. and told Officer [redacted] that she got a suspicious call from a man who said he was with the FBI. She asked what the man wanted, per the police report, the man saying he wanted to talk with her husband. The caller became obnoxious when she said he was sick and couldn't come to the telephone. [redacted] told the officer she wanted her complaint to be a matter of record.

b6  
b7C

I was not obnoxious and tried to pacify, exclusive of telling the nature of my business, an extremely aggressive, antagonistic person.

[redacted] did not call the station for at least an hour after I talked with her and did not provide the PD with my name and the telephone number of the Boston FBI Office which she repeated several times and said she was writing on a piece of paper.

I identified myself on the PD complaint form as having telephonically contacted [redacted]

Above for record purposes.

F B I

Date: 3/5/75

Transmit the following in \_\_\_\_\_  
(Type in plaintext or code)Via AIRTEL \_\_\_\_\_  
(Priority)

TO: SAC, BOSTON (92-2202)

FROM: SAC, TAMPA (92-1957)(RUC)

KEVIN H. WHITE;

AR - HOBBS ACT

ReBSairtel, 2/24/75.

Enclosed herewith for the Boston Division are two  
copies of an FD 302 reflecting interview with [REDACTED]

It is to be noted that [REDACTED] readily acknowledged that Sanitas, Inc., paid to Mayor KEVIN WHITE of Boston or contributed to his campaign in 1971, the amount of \$10,000. This contribution was made at WHITE's request. [REDACTED] acknowledged this; however, emphatically denied ever attending any meetings in which it was decided that after the bids were accepted by the city, they would thereafter exchange the territory back to the territory originally held by the different waste disposal companies. It appeared to the interviewing Agents that [REDACTED] was familiar with the allegation that had been made against Sanitas and himself and he would only admit things that did not appear to have a criminal violation. It is believed that if [REDACTED] (PH), United Disposal of Boston and [REDACTED] (PH) Howard Disposal, Inc., substantiates the information furnished by [REDACTED] regarding the exchange of territories, that thereafter additional interviews of [REDACTED] would be productive since he is fearful of any grand jury action.

No leads are being set forth for Boston, inasmuch as it is not known if these interviews have been conducted, but it is to be noted that [REDACTED] will return to Boston and will reside at the former residence. During the interview [REDACTED]

② - Boston (Enc. 2)  
1 - Tampa  
JAA/sjm (3)  
Special Agent in Charge

Sent \_\_\_\_\_

M

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FBI - BOSTON	

TP 92-1957

of [ ] he commented that he receives a monthly check from [ ] who obtains the check from the City of Boston. He would not elaborate on why he receives this check and Boston may desire to interview [ ] concerning this check.

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b7C

DIRECTOR, FBI

4/21/75

SAC, BOSTON (92-2202) (P)

KEVIN H. WHITE;

AR-HOBBS ACT  
(OO: BOSTON)

b6  
b7C

Re Bureau airtel, 2/24/75; 0-1 form, dated  
4/15/75.

Following background in instant case set forth  
for information of Bureau.

Case opened 2/75, Boston Division, after  
interview by Bureau Agent of [redacted] formerly  
active in waste disposal companies, who said in 1971 he  
paid \$10,000 personally to Mayor KEVIN WHITE, Boston, in  
connection with WHITE'S then campaign for re-election.  
[redacted] described the payments as a campaign contribution,  
feeling the cash payments would solidify Sanitas', the  
waste disposal company for which he worked, position in  
forthcoming City of Boston bids. In giving the money to  
WHITE, [redacted] described it as a campaign contribution,  
WHITE indicating some of the other contractors did not  
do the right thing. The cash was obtained from another  
company account, said company billing the Sanitas subsidiary  
for the funds via false vouchers. Sanitas and several other  
companies successfully bid on the 1972 Boston Contract, bid  
prices established via joint effort of alleged competing  
companies and including profit of about \$150,000 over  
normal profit. [redacted] had no indication the Mayor or any  
city official aware of rigged bids or exorbitant profit  
figure.

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[redacted] also reported giving 2,000 shares in  
another company [redacted], Reclamation Systems, Inc.  
(RS), for what he, [redacted], paid (16¢ per share, stock then  
valued at \$10 per share, current value 2¢ per share) to  
[redacted]

2 - Bureau  
② - Boston  
RES/lm  
(4)

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92-2202-10

*Sheehan*

BS 92-2202

company did work for [ ] in state buildings, [ ] claiming [ ] gave him no edge, insisting on quality performance. Per [ ]'S request, stock issued and mailed to [ ] of Rhode Island. Investigation determined [ ] declared legally incompetent because of senility and it appears doubtful he can appear before a Grand Jury. The Statute of Limitations will bar prosecution of [ ], 9/28/75 re which USA made aware.

[ ] claimed to have made cash available to Sanitas subsidiaries in Tampa, Atlanta, and Detroit, saying payments made to company officials, he not aware as to purpose of cash.

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b7D

[ ] had no specifics re other refuse contractors making cash payments to WHITE. [ ] another Sanitas official, said he was told two (2) other refuse contractors made contributions to WHITE less than \$10,000. [ ] acknowledged \$10,000 cash contribution made to WHITE but there is no consistency between he and [ ] as to how concept of payment originated.

Data re above came to light via SEC investigation of Sanitas. [ ]

[ ]  
Sanitas. [ ] originally provided data re instant case in May, 1974 to SDNY Department officials, subsequently being interviewed by attorneys from the Fraud Section of the Department, SDNY, and District of Mass. He was made available for FBI and IRS interview, 1/30/75.

USA, Boston extremely reluctant to conduct open investigation re WHITE allegations in absence of specifics that would develop prosecutable violation, feeling data not solid enough to openly proceed without possibly harming WHITE'S chances in the forthcoming mayoralty campaign and a possibility of WHITE'S obtaining a slot on the National Democratic ticket as Vice-President Pursuant to said policy, AUSA in special unit handling political payoffs wants to proceed initially via subpoena of construction companies' books and records to determine if a generation

BS 92-2202

of cash to WHITE can be located. Indications are that said action will occur within next two weeks; has been awaiting IRS audit results at Sanitas which will be available week of 4/21/75.

Boston Office feels instant case has little prosecutive potential for following reasons:

1.) Both [ ] describe payment to WHITE as a political contribution.

2.) No records re contributions to WHITE campaign available for final election, 1971. The laws in Mass. at that time permitted destruction of such records after 18 months.

3.) [ ] claimed stock deal with [ ] resulted only from desire to solidify himself with [ ] as distinguished from pay-off.

To date, sole investigation has consisted of [ ] interviews, efforts to locate WHITE campaign records, and documentation of [ ] stock data.

Upon receipt of books and records of contractors, analysis will be made, necessary interviews conducted, and report submitted.

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b7D

Get copies of pleadings & Some leads?

F & R Service Inc etals  
Karin H. White etals

114/879

*"Boston Herald" 3/2/75*  
**\$1M Rubbish Suit Filed Against**

HUB

By ED CORSETTI and JIM MORSE

A \$1 million suit against Mayor Kevin White, Boston's Comr. of Public Works Joseph F. Casazza, two officials of the Teamsters Union and several rubbish collecting concerns has been filed in Norfolk Superior Court, amid charges of union pressure and the illegal awarding of city contracts.

The suit, filed by Natick Atty. Thomas C. O'Keefe, III, and Boston Atty. Charles Artesani, Jr., on behalf of F. & R. Service, Inc., a Wellesley-based rubbish collection agency, demands that the court enjoin the City of Boston from exercising the option to renew the rubbish disposal contracts between the city and the companies which received the awards.

It also asked the court to determine

and assess damages against Frank J. McMorro and Americo Pasquale, officers and members of Local 379 of the Teamsters Union for "interfering with contractual relations."

The suit specifically asked that \$400,000 be granted the company from the union, and an additional \$75,000 for the firm's employees.

In addition, the suit asked that the contract for the collection and removal of refuse in Boston proper, Jamaica Plain, North Dorchester, South Dorchester, South Boston and East Boston be rescinded or cancelled.

ALSO, THAT the court order the defendants to again advertise for bids in connection with rubbish disposal for the entire city of Boston, and to determine, assess and grant judgement for

all costs and expenses against the defendants, as well as judgement for damages.

The total amount is in excess of \$1 million.

In their complaint, the plaintiffs said that DPW Comr. Casazza told them on June 11, 1974, that their work ranged from "good to excellent."

However, one week later, on June 18, according to the complaint, Casazza informed officers of the company that "unless things changed" he would not recommend F. & R. Service, Inc., for the rubbish collection in East Boston "because he would not risk a strike by Teamsters' Local 379."

The plaintiffs, whose employees were affiliated with the AFL-CIO, told Casazza they would not breach their existing union contract.

(Continued on next page)

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## ~~inst~~ ~~Hub~~

According to the complaint, Casazza said he wanted to award them the East Boston contract, but could not do so because their employees were not members of Teamsters' Local 379, which threatened a citywide strike or work stoppage.

**THE COMPLAINT** further states that the plaintiffs believe they would have been awarded the contract if defendants McMorrow and Pasquale had not caused Casazza to "feel threatened" of a strike.

Alfred N. Fisher and William C. Roberts, president and vice president, respectively, of F. & R. Service, Inc., met with Casazza on June 5, 1974, at City Hall.

At the time, the complaint says, Casazza was under the impression that the firm was non-union. When informed that the employees of F. & R. Service, Inc., were members of the AFL-CIO, the complaint claims that Casazza requested Fisher and Roberts to arrange for their employees to join Teamsters' Local 379.

The plaintiffs accused Mayor White of approving the awarding of contracts on the basis of favoritism.

They charged that Casazza, in violation of the law but with the mayor's approval, rejected all bids and dispensed with advertising the bids for the East Boston contract.

Although F. & R. Service, Inc., was the low bidder in East Boston, the contract was awarded to one of three other bidders.

Although the state law requires any public work to be awarded to the lowest bidder, this does not apply to service work, such as rubbish collection.

The complaint also charges that in some of the districts, the City of Boston awarded contracts for more than the bid price.

**THE SUIT CLAIMS** that the total amount of awards for rubbish collection in the city for 1974 was \$411,251 more than the low bid prices annually and \$1,233,753 more than the low bid prices over the three year period of the contract, which has an option for renewal after the first year.

According to the complaint, the primary reason given by Casazza for the rejection of F. & R. Service, Inc., was "a union involvement that probably would result in a strike or work stoppage in other districts of the city."

The plaintiffs claim that unless Casazza or White were "intimidated or threatened or caused to feel threatened" by the Teamsters' officials, Casazza's recommendation not to award them the contract "constitutes a gross abuse of any discretion which Casazza may possess."

The rubbish collection firms named as defendants in the suit were: SCA Disposal Services of New England, Inc.; Browning-Ferris Industries, Inc.; United Contracting Company, Inc., of Boston; Joseph Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc., and Sanitas Waste Disposal of Massachusetts, Inc.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT  
DOCKET NUMBER

F. & R. SERVICE, INC., THOMAS A. GILLIS, GARY  
CLARK, PAUL ARENA, DONALD CARPENTER, ALDEN COTE,  
GEORGE E. DYER, JR., BERNARD PECK AND MICHAEL  
SCHIFONE

Plaintiffs

VS.

KEVIN H. WHITE, JOSEPH F. CASAZZA, CITY OF  
BOSTON, FRANK J. McMORROW, AMERICO PASQUALE,  
SCA DISPOSAL SERVICES OF NEW ENGLAND, INC.,  
BROWNING-FERRIS INDUSTRIES, INC., SANITAS  
WASTE DISPOSAL OF MASSACHUSETTS, INC., UNITED  
CONTRACTING COMPANY, INC. OF BOSTON, JOSEPH  
AMARA AND SONS, INC., DIVISION OF WASTE  
MANAGEMENT OF MASSACHUSETTS, INC.

Defendants

COMPLAINT

COUNT I

1. The Plaintiff, F. & R. Service, Inc., is a Massachusetts corporation duly organized and existing with a usual place of business in Wellesley Lower Falls, Norfolk County and is engaged in the collection and disposal of refuse and garbage; the Plaintiff, Thomas A. Gillis, Framingham, Middlesex County, is an employee of F. & R. Service, Inc. and shop representative of the following other employees of F. & R. Service, Inc., all of whom are affiliated as members of a voluntary, unincorporated association known as Local #13974, United

Steelworkers of America, AFL-CIO: Gary Clark, Newton, Middlesex County; Paul Arena, Natick, Middlesex County; Donald Carpenter, Needham, Norfolk County; Alden Cote, Framingham, Middlesex County; George E. Dyer, Jr., Needham, Norfolk County; Bernard Peck, Needham, Norfolk County; Michael Schifone, Stoughton, Norfolk County; that all of the above said employees have contracted for wages and conditions of employment for a three (3) year term with F. & R. Service, Inc. according to Exhibit "A" attached hereto and made a part hereof; that the above said employees are those employees of F. & R. Service, Inc. who would have worked in District 9, East Boston, as refuse collectors but who have been deprived of the said work because of certain illegal actions of the Defendants as hereinafter set forth.

2. The Defendants are Kevin H. White, Boston, Suffolk County, individually and as he is Mayor of the City of Boston; Joseph F. Casazza, Boston, Suffolk County, individually and as he is Commissioner of Public Works of the City of Boston; the City of Boston, a municipal corporation within Suffolk County; Frank J. McMorro, Weymouth, Norfolk County and Americo Pasquale, Quincy, Norfolk County, as they are both officers and members of a voluntary unincorporated association known as Local #379, Teamsters, Chauffeurs, Warehousemen and Helpers; SCA Disposal Services of New England, Inc. a Massachusetts corporation with a usual place of business in Boston, Suffolk County (hereinafter referred to as SCA); Browning-Ferris Industries, Inc., a Massachusetts corporation with a usual place of business in Brighton District of Boston, Suffolk County (hereinafter referred to as BFI); Sanitas Waste Disposal of Massachusetts, Inc., a Massachusetts corporation duly organized and existing within the Commonwealth of Massachusetts with a usual place of business in South Boston District of Boston, Suffolk County (hereinafter referred to as Sanitas); United Contracting Company, Inc. of Boston, a Massachusetts corporation duly organized and existing

with a usual place of business in Dorchester District of Boston, Suffolk County (hereinafter referred to as United); Joseph Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc. a Massachusetts corporation with a usual place of business in Hyde Park District of Boston, Suffolk County (hereinafter referred to as Amara).

3. That on or about April 22, 1974 and May 13, 1974, the City of Boston, by and through its Commissioner of Public Works, Defendant-Joseph F. Casazza, invited bids by advertisement pursuant to Section 30 of Currently Operative Provisions of Chapter 486 of the Acts of 1909 as amended and as published in the Boston Municipal Register; said bids were invited for the collection and removal of refuse to commence on July 1, 1974 for the Districts of the City of Boston; that on or about May 3, May 24, and May 29, 1974, the bids in response to the said invitation and advertising were publicly opened and read; that the bids as opened and read of the lowest four bidders in each District together with their respective prices are attached hereto, made a part hereof and marked as Exhibit "B", the Plaintiffs say that to the best of their knowledge and belief the bidders and prices shown on Exhibit "B" are true and accurate.

4. That the final contract required by the City to be executed between the City and each successful bidder is standard; that the said contract provides for a one year term with two (2) City options to renew; that your Plaintiffs believe and therefore aver that the city has never failed to exercise a renewal of the contract for the collection and removal of refuse and that the contract is in fact a three (3) year contract.

5. That your Plaintiff, F. & R. Service, Inc., qualified to bid and did bid as

noted in Exhibit "B".

6. The Plaintiffs believe and therefore aver that in the late days of June, 1974 and several days prior to the commencement date for the contract (July 1, 1974) Defendant-White approved the awarding of the contract to the bidders and in the amounts set forth in Exhibit "B-1" attached hereto and made a part hereof; that on August 12, 1974 those awards made in late June, 1974 for Districts 1A, 1B, 4, 6 and 8 were published on August 12, 1974 at pages 632 and 635 in the Official Chronicle of Boston Municipal Affairs, the City Record Newspaper, as shown on Exhibits "B-1" and "C" attached hereto and made a part hereof; that on September 23, 1974 those awards made in late June, 1974 for the remaining Districts 2, 3, 5, 7, 9 and 10 were published in the said City Record at page 743 as shown on Exhibits "B-1" and "D" attached hereto and made a part hereof; that the publishing of the awards are required to be made by Section 29 of the Currently Operative Provisions of Chapter 486 of the Acts of 1909 as amended and as published in the Boston Municipal Register.

7. That according to Exhibit "D", Defendant-White has allegedly approved the awarding of the contract for Districts 2, 3, 5, 7, 9 and 10 'by dispensing with public advertising'; that according to Exhibit "C" Defendant-White has allegedly approved the awarding of the contract for Districts 1A, 1B, 4, 6, and 8 to the "lowest eligible bidders".

8. The Plaintiffs say that the contract and awarding thereof in Districts 1B, 2, 3, 5, 7, 9 and 10 are illegal, invalid and/or void based on the following facts and reasons hereinafter set out in subparagraphs (A) - (F).

VIOLATION OF COMPETITIVE BIDDING LAW  
(SECTION 30 CURRENTLY OPERATIVE PROVISIONS OF CHAPTER 486, ACTS OF 1909)

(A) The Plaintiffs believe and therefore aver that Defendant-Casazza recommended and Defendant-White approved the awarding of the contract in Districts 1B, 2, 3, 5, 7, 9 and 10 in violation of the competitive bidding law, aforesaid Section 30, because awards were made at prices other than prices bid and/or to bidders other than the low bidders as shown on Exhibit "B-1".

(B) Further, that the Plaintiffs believe and therefore aver that Defendant-Casazza recommended and Defendant-White approved the awarding of the contract in said Districts 1B, 2, 3, 5, 7, 9 and 10 as a result in part of negotiations or discussions of prices after the bids were publicly opened and read in further violation of said Section 30; that in District 1B, Defendant-Casazza with the approval of Defendant-White awarded Boston Proper to Defendant-Sanitas at \$729,363 annually or approximately \$86,400 more annually than the bid price; that in District 2, Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded Jamaica Plain to Defendant-Amara, the third bidder at the low bidder's price; that in District 3, Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded Dorchester North to Defendant-SCA 'third bidder at the second bidder's price' which price was \$618,465 annually or approximately \$68,357 more annually than the low bid price; that in District 5, Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded South Boston to Defendant-SCA, the third bidder at the price of \$268,558 or approximately \$87,866 more annually than the low bid price and \$21,600 more annually than Defendant-SCA bid itself, that in District 7, Defendant-Casazza with the approval of Defendant-White purportedly dispensed

with advertising and awarded Dorchester South to Defendant-United, the third bidder, at the price of \$691,650 annually or approximately \$48,687 more annually than the low bid price; that in District 9, the Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded East Boston to Defendant-BFI, the fourth bidder, at the price of \$349,218 annually or approximately \$78,179 more annually than the low bid; that in District 10, Defendant-Casazza with the approval of Defendant-White purportedly dispensed with advertising and awarded Roxbury to Defendant-BFI, the second bidder at the price of \$744,451 or approximately \$39,751 more annually than Defendant-BFI bid itself; that the total amount of these awards in these Districts is approximately \$411,251 more than the low bid prices annually and \$1,233,753 more than the low bid prices over the three (3) year period.

ABUSE OF DISCRETION, VIOLATION OF  
PUBLIC POLICY AND SECTION 30

(C) That if the Court finds that the Defendant-White could legally dispense with advertising and could legally dispense with advertising without notice and publish intent and approval to dispense with advertising approximately three (3) months after actual approval of the awards and could legally by himself, employees or others negotiate with bidders after bids were received, opened and read, then the Plaintiffs further say that to award six (6) Districts (2, 3, 5, 7, 9 and 10) of ten Districts at the prices therefor and/or to others than the low bidders and/or in the manner awarded, and to award a seventh (7th) District (1B) at a price substantially higher than the bid price, (i) constitutes a gross abuse of any discretion which Defendant-White may possess and/or (ii) is against public policy and/or (iii) violates and abrogates the intent

of the competitive bidding law, said Section 30.

#### ABUSE OF DISCRETION IN DISTRICT 9

(D) That Defendant-Casazza requested Defendant-White to "reject all bids" and 'dispense with advertising' in District 9; Defendant-Casazza's reasons for rejecting the bid of your Plaintiff, F. & R. Service, Inc., is required by law to be published and said reasons were published as set out in Exhibit "D" attached hereto; that the primary reason given by Defendant-Casazza for rejection of your Plaintiff, F. & R. Service, Inc., was because there was "a union involvement that probably would result in a strike or work stoppage in all other districts of the City"; the Plaintiffs say that unless Defendant-Casazza and/or Defendant-White, their agents, servants or employees, were intimidated or threatened or caused to feel threatened by Defendants-McMorrow and/or Pasquale, their agents, servants or employees, as is more fully set out in Count II hereinafter, then, Defendant-Casazza's recommendation not to award District 9 to your Plaintiff, F. & R. Service, Inc., constitutes a gross abuse of any discretion which Defendant-Casazza may possess.

#### FAVORITISM

(E) The Plaintiffs are informed and do believe and therefore aver that the Defendant-White approved the awarding of contracts at the aforesaid prices in Districts 1-B, 3, 5, 9 and 10 on the basis of favoritism to Defendant-SCA, BFI and Sanitas.



VIOLATION OF PUBLIC HEARING REQUIREMENT  
(SECTION 6, CURRENTLY OPERATIVE PROVISIONS OF CHAPTER 486, ACTS OF 1909)

(F) The Plaintiffs believe and therefore aver that Defendant-Casazza recommended and Defendant-White approved the awarding of the contracts in Districts 1B, 2, 3, 5, 7, 9 and 10 in violation of Section 6 of Currently Operative Provisions of Chapter 486 of the Acts of 1909 as amended and as published in the Boston Municipal Register because said Section 6 requires that no contract for the collection, removal or disposal of refuse extending over a period of more than one year shall be valid without the approval of the Mayor and the City Council after a public hearing held by the City Council after notice in the City Record newspaper; that no notice has been given and that no public hearing has been held; that the contract is by law and in fact a contract extending over a period of more than one year and therefore the contract awards are not valid.

COUNT II

9. The Plaintiffs say that on or about April 7, 1974 and May 13, 1974 the City of Boston by and through its Commissioner of Public Works, Defendant-Joseph F. Casazza, invited bids by advertisement pursuant to Section 30 of Currently Operative Provisions of Chapter 486 of the Acts of 1909 as amended and as published in the Boston Municipal Register, for the collection and removal of refuse for District 9, East Boston; that on or about May 29, 1974 the bids for District 9 were publicly opened and read and the lowest four bidders and their prices therefor shown on Exhibit "B" attached hereto and made a part hereof; that your Plaintiff, F. & R. Service, Inc., was qualified

to bid and was the lowest bidder for District 9; that the bidder awarded District 9 was the fourth bidder, Defendant-BFI, as shown on Exhibits "B-1" and "D" attached hereto and made a part hereof.

10. That the employees of all bidders for District 9 except your Plaintiff, F. & R. Service, Inc., and Stanley Roketenetz, Inc., are affiliated with Local #379 of the Teamsters, Chauffeurs, Warehousemen and Helpers; that the Plaintiffs are affiliated with Local #13974, United Steelworker of America, AFL-CIO under written contract attached hereto, made a part hereof and marked Exhibit "A".

11. That on or about June 5, 1974, Alfred N. Fisher and William C. Roberts, President and Vice-President respectively of your Plaintiff, F. & R. Service, Inc., met with Defendant-Commissioner Casazza at City Hall at the request of Defendant-Casazza allegedly for customary investigation of bidders; that Defendant-Casazza informed the said officers of the Plaintiff that he had been informed that F. & R. Service, Inc. was non-union; that the said officers of F. & R. Service, Inc. informed Defendant-Casazza that the employees of F. & R. Service, Inc. were affiliated with the AFL-CIO under a three year contract with F. & R. Service, Inc.; that Defendant-Casazza stated that the employees of other bidders in all Districts of the City were affiliated with Teamsters' Local #379 and that he Defendant-Casazza was faced with the ominous prospect that the Teamsters' Local #379 would strike in all other Districts of the City of Boston should he (Defendant-Casazza) recommend the award of District 9 to F. & R. Service, Inc. whose employees are affiliated with the AFL-CIO; further that Defendant-Casazza requested the said officers of F. & R. Service, Inc. to arrange for the employees of F. & R. Service, Inc. to join Teamsters' Local #379.

that said officers refused because of its contract with Local #13974, Exhibit "A".

12. That on or about June 11, 1974 said William C. Roberts was informed by Defendant-Casazza that the reports he (Defendant-Casazza) sought from other cities and towns serviced for collection of refuse and/or garbage by F. & R. Service, Inc. were ranging from good to excellent.

13. That on or about June 18, 1974 the said officers of F. & R. Service, Inc. again met with Defendant-Casazza at Defendant-Casazza's request at Boston City Hall; Defendant-Casazza informed the said officers that unless things changed he would not recommend F. & R. Service, Inc. for the award because the employees of F. & R. Service, Inc. were affiliated with the AFL-CIO and not the Teamsters' Union, Local #379, and because he would not risk a strike by Teamsters' Local #379; that the said officers again refused to change unions and breach their existing Union contract (Exhibit "A"); Defendant-Casazza informed the officers that he (Defendant-Casazza) wanted to award F. & R. Service, Inc. the contract in District 9 but could not do so because the employees of F. & R. Service, Inc. were not affiliated with Local #379 and because of the threat of strike or work stoppage.

14. That the Plaintiffs believe and therefore aver that the Plaintiffs would have been awarded the contract and thus the work in District 9 but that said Teamsters' Local #379, Defendants-McMorrow and Pasquale, or their agents or servants, threatened or caused Defendant-Casazza to feel threatened of a strike or work stoppage in the other Districts of the City of Boston.

15. That the Plaintiffs believe and therefore aver that the Plaintiffs should

have been awarded the contract and thus the work in District 9 but that said Teamsters' Local #379, Defendants-McMorrow and Pasquale, or their agents or servants, threatened or caused Defendant-Casazza to feel threatened of a strike or work stoppage in the other Districts of the City of Boston.

16. That the threat of strike or work stoppage by Local #379, Defendants-McMorrow and Pasquale, their agents or servants, is an illegal or wrongful and unprivileged interference with advantageous contractual relations of F. & P. Service, Inc. and hence, the employees thereof because the threat of strike or work stoppage constitutes wrongful procurement of refusal to contract.

WHEREFORE THE PLAINTIFFS DEMAND UNDER COUNT I:

(1) That the Court preliminarily enjoin Defendants-Kevin H. White, Joseph F. Casazza and the City of Boston from exercising the option to renew the contract between the City of Boston and Defendants-SCA Disposal Services of New England, Inc., Browning-Ferris Industries, Inc., United Contracting Company, Inc. of Boston, Joseph Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc. and Sanitas Waste Disposal of Massachusetts, Inc. which commenced on July 1, 1974 for collection and disposal of refuse in Districts 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10.

(2) That the Court permanently enjoin Defendant-Kevin H. White, Joseph F. Casazza and the City of Boston from exercising the option to renew the contract between the City of Boston and Defendants-SCA Disposal Services of New England, Inc., Browning-Ferris Industries, Inc., United Contracting Company, Inc. of Boston, Joseph Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc. and Sanitas Waste Disposal of Massachusetts, Inc. which commenced

on July 1, 1974 for collection and disposal of refuse in Districts 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10.

(3) That the Court grant declaratory judgment that the contract which commenced on July 1, 1974 for collection and removal of refuse in District 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10 between the City of Boston and Browning-Ferris Industries, Inc., SCA Disposal Services of New England, Inc., United Contracting Company, Inc. of Boston, and Joseph Amara and Sons, Inc. Division of Waste Management of Massachusetts, Inc. is illegal and void.

(4) That the Court rescind or cancel the contract which commenced on July 1, 1974 for collection and removal of refuse in Districts 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10 between the City of Boston and Browning-Ferris Industries, Inc., SCA Disposal Services of New England, Inc., Sanitas Waste Disposal of Massachusetts, Inc., United Contracting Company, Inc. of Boston and Joseph Amara and Sons, Inc. Division of Waste Management of Massachusetts, Inc..

(5) That the Court order Defendants-Kevin H. White, Joseph F. Casazza and the City of Boston to again advertise for bids and award the contract for collection and disposal of refuse in District 1B, and/or 2, and/or 3, and/or 5, and/or 7, and/or 9, and/or 10 in accordance with law and Section 30 and Section 6 of Currently Operative Provisions of Chapter 486 of the Acts of 1909, as amended.

(6) That the Court determine, assess and grant judgment for all costs and expenses against Defendants-Kevin H. White and/or Joseph F. Casazza and/or the City of Boston.

(7) That the Court determine, assess and grant judgment for damages.

(8) That the Court grant judgment for such other and further relief as this Court deems meet and just.

WHEREFORE THE PLAINTIFFS DEMAND UNDER COUNT II:

(9) That the Court determine and assess damages and grant judgment against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 the Teamsters Union, for wrongful interference with contractual relations.

(10) That the Court determine and assess damages and grant judgment against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 the Teamsters Union, for wrongful procurement of refusal to contract.


(11) That the Court award damages and grant judgment for the Plaintiff, F.& R. Service, Inc., in the amount of Four Hundred Thousand (\$400,000.00) Dollars together with interest, costs and expenses against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 the Teamsters Union, for wrongful interference with contractual relations; that the Court award damages and grant judgment for the Plaintiffs, Thomas A. Gillis, Gary Clark, Paul Arena, Donald Carpenter, Alden Cote, George E. Dyer, Jr., Bernard Peck, and Michael Schifone in the amount of Seventy-five Thousand (\$75,000.00) Dollars together with interest, costs and expenses against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 Teamsters Union, for wrongful interference with contractual relations.

(12) That the Court award damages and grant judgment for the Plaintiff, F.& R. Service, Inc. in the amount of Four Hundred Thousand (\$400,000.00) Dollars

together with interest, costs and expenses against Defendants-Frank J. McMorrow and Americo Pasquale, officers and members of Local #379 Teamsters Union, for wrongful procurement of refusal to contract; that the Court award damages and grant judgment for the Plaintiffs-Thomas A. Gillis, Gary Clark, Paul Arena, Donald Carpenter, Alden Cote, George E. Dyer, Jr., Bernard Peck, and Michael Schifone in the amount of Seventy-five Thousand (\$75,000.00) Dollars together with interest, costs and expenses against Defendants-Frank J. McMorrow and Americo Pasquale, members and officers of Local #379 Teamsters Union, for wrongful procurement of refusal to contract.

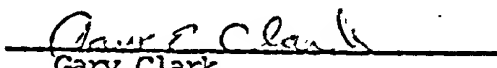
(13) That the Court determine and grant judgment for such other and further relief as to this Court deems meet and just.

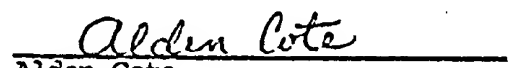
DATED THIS 21<sup>ST</sup> DAY OF FEBRUARY, 1975.

  
William C. Roberts  
Director and Vice-President of  
F. & R. Service, Inc.

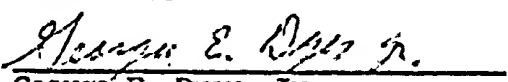
  
Thomas A. Gillis

  
Paul Arena

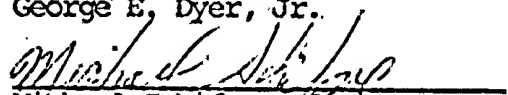
  
Gary Clark

  
Alden Cote

  
Donald Carpenter

  
George E. Dyer, Jr.

  
Bernard Peck

  
Michael Schifone

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

Then personally appeared the above named William C. Roberts and identified him-

self as aforesaid and also appeared, Thomas A. Gillis, Gary Clark, Paul Arena, Donald Carpenter, Alden Cote, George E. Dyer, Jr., Bernard Peck, and Michael Schifone all of whom on oath declared the foregoing to be their free act and deed, and made oath that the foregoing is a true and accurate to the best of their knowledge and that those averments made on information, knowledge and belief, they made believing them to be true to the best of their knowledge and belief,

Before me,

NOTARY PUBLIC

My Commission Expires

May 12, 1978



**LOWEST FOUR BIDDERS AND PRICES BID**

**SUCCESSFUL BIDDER AND PRICES**

**DISTRICT -1A  
CHARLESTOWN:**

	<u>Weekly Price</u>	or	<u>Annual Price</u>
Waste Control, Inc.	\$2,115.38		\$110,422.83
F. & R. Service, Inc.	2,423.07		
Kenmore Disposal	2,519.00		
Browning-Ferris Industries, Inc.	2,885.00		

**DISTRICT -1A  
CHARLESTOWN:**

Waste Control, Inc. at \$110,422.83, annually.

**DISTRICT -1B  
BOSTON PROPER:**

	<u>Weekly Price</u>	or	<u>Annual Price</u>
Sanitas Waste Disposal of Massachusetts, Inc.	\$12,317.30		\$642,963.06
SCA Disposal Services of New England, Inc.	13,441.00		
Browning-Ferris Industries, Inc.	13,500.00		
Stanley Roketenetz, Inc.	14,615.00		

**DISTRICT -1B  
BOSTON PROPER:**

Sanitas Waste Disposal of Massachusetts Inc. at \$729,363.06, annually.

**DISTRICT 2  
JAMAICA PLAIN:**

	<u>Weekly Price</u>	or	<u>Annual Price</u>
SCA Disposal Services of New England, Inc.	\$7,243.00		\$378,084.60
Joseph Amara and Sons, Inc., Division of Waste Management of Mass., Inc.	8,000.00		
United Contracting Company, Inc.	8,100.00		
J. F. Ryan, Co.	8,375.00		

**DISTRICT 2  
JAMAICA PLAIN:**

Joseph Amara and Sons, Inc., Division of Waste Management of Massachusetts, Inc. at \$378,084.60 annually.

LOWEST FOUR BIDDERS AND PRICES BID

SUCCESSFUL BIDDER AND PRICES

DISTRICT 3

DORCHESTER NORTH:

Weekly Price

or

Annual Price

Sanitas Waste Disposal of  
Massachusetts, Inc.

\$10,538.46

\$550,107.61

Joseph Amara and Sons, Inc.  
Division of Waste Management of  
Mass., Inc.

11,848.00

618,465.60

SCA Disposal Services of  
New England, Inc.

12,288.00

641,433.60

United Contracting Co., Inc.

13,570.00

DISTRICT 3

DORCHESTER NORTH:

SCA Disposal Services of New England  
Inc. at \$618,465.50, annually.

DISTRICT 4

BRIGHTON

Weekly Price

or

Annual Price

SCA Disposal Services of  
New England, Inc.

\$11,078.00

\$578,271.60

J. F. Ryan Co.

11,300.00

United Contracting Co., Inc.

11,450.00

Browning-Ferris Industries, Inc.

12,500.00

DISTRICT 4

BRIGHTON:

SCA Disposal Services of  
New England, Inc. at \$578,271.60,  
annually.

DISTRICT 5

SOUTH BOSTON:

Weekly Price

or

Annual Price

Sanitas Waste Disposal of  
Massachusetts, Inc.

\$3,461.53

\$180,691.87

Stanley Roketenetz, Inc.

3,850.00

200,970.00

SCA Disposal Services of  
New England, Inc.

4,731.00

246,958.20

DISTRICT 5

SOUTH BOSTON:

SCA Disposal Services of  
New England, Inc. at \$268,558.20  
annually.

LOWEST FOUR BIDDERS AND PRICES BID

SUCCESSFUL BIDDER AND PRICES

DISTRICT 5 continued.

SOUTH BOSTON:

Weekly Price

or

Annual Price

United Contracting Co., Inc.

\$5,500.00

DISTRICT 5

SOUTH BOSTON:

DISTRICT 6

WEST ROXBURY:

Weekly Price

or

Annual Price

SCA Disposal Services of  
New England, Inc.

\$8,948.00

\$467,085.00

United Contracting Co., Inc.

9,600.00

Joseph Amara and Sons, Inc.  
Division of Waste Management of  
Massachusetts, Inc.

9,637.00

J. F. Ryan Co.

9,650.00

DISTRICT 6

WEST ROXBURY:

SCA Disposal Services of  
New England, Inc. at \$467,085.60  
annually.

DISTRICT 7

DORCHESTER SOUTH:

Weekly Price

or

Annual Price

Sanitas Waste Disposal of  
Massachusetts, Inc.

\$12,317.30

\$642,963.06

SCA Disposal Services of  
New England, Inc.

13,250.00

691,650.00

United Contracting Co., Inc.

13,570.00

708,354.00

Joseph Amara and Sons, Inc.  
Division of Waste Management of  
Massachusetts, Inc.

13,596.00

DISTRICT 7

DORCHESTER SOUTH:

United Contracting Co., Inc.  
at \$691,650.00, annually.

# LOWEST FOUR BIDDERS AND PRICES BID

# SUCCESSFUL BIDDER AND PRICES

## DISTRICT 8

### HYDE PARK:

	<u>Weekly Price</u>	or	<u>Annual Price</u>
Ghetto Masters, Inc.	\$7,395.98		\$386,070.00
Waste Disposal Services of New England, Inc.	7,669.00		
United Contracting Co., Inc.	7,900.00		
Waste Service, Inc.	8,173.00		

## DISTRICT 8

### HYDE PARK:

Ghetto Masters, Inc. at  
\$386,070.15, annually.

## DISTRICT 9

### EAST BOSTON:

	<u>Weekly Price</u>	or	<u>Annual Price</u>
Waste Service, Inc.	\$5,192.30		\$271,038.06
Waste Disposal Services of New England, Inc.	6,690.00		349,218.00
Stanley Roketenetz, Inc.	6,750.00		352,350.00
Browning-Ferris Industries, Inc.	7,850.00		409,770.00

## DISTRICT 9

### EAST BOSTON:

Browning-Ferris Industries, Inc.  
at \$349,218.00, annually.

## DISTRICT 10

### ROXBURY:

	<u>Weekly Price</u>	or	<u>Annual Price</u>
Sanitas Waste Disposal of Massachusetts, Inc.	\$13,461.53		\$702,691.87
Browning-Ferris Industries, Inc.	13,500.00		704,700.00
Waste Disposal Services of New England, Inc.	14,420.00		752,754.00
Stanley Roketenetz, Inc.	14,700.00		767,340.00

## DISTRICT 10

### ROXBURY:

Browning-Ferris Industries, Inc.  
at \$744,451.86, annually.

## CONTRACTS AWARDED

The Mayor has approved the award of the following contracts to the lowest eligible bidders:

### ADMINISTRATIVE SERVICES DEPARTMENT

#### Purchasing Division

#### PUBLIC ADDRESS SYSTEMS AND AUDIOVISUAL EQUIPMENT

For furnishing public address systems and audiovisual equipment, Proposal 115, to the Public Facilities Department, awarded as follows:

(Contract for United Camera, Inc., \$3,615.77.

Orders for:

New England Film Service, Inc., \$1,760.95.

Lake Systems Corporation, \$1,138.21.

Cinema, Inc., \$867.10.

#### PHYSICAL EDUCATION EQUIPMENT

For furnishing physical education equipment, Proposal 151, to the Public Facilities Department, awarded as follows:

Musinsky's, Inc., \$7,171.50.

Arrow System, Inc., \$6,198.

#### CUSTODIAL EQUIPMENT

For furnishing custodial equipment, Proposal 113, to the Public Facilities Department, awarded as follows:

M. D. Stetson Company, \$10,810.15;

The George T. Johnson Company, \$26,130;

R. G. Mearns Company, Inc., \$7,768;

Up-High Scaffolds, \$6,988;

Grounds Equipment Company, Inc., \$6,262.50;

Business Equipment Corporation, \$2,127.50.

Orders for The Dowd Company, Inc., \$1,351.65.

No bids were received on Item 20. Bids received on Items 1 and 2 are being rejected.

#### STATIONERY SUPPLIES

For furnishing stationery supplies, Proposal 091, to the various city departments from April 15, 1973, to June 30, 1974, inclusive, awarded as follows:

Contracts for James T. Towhill Company, Inc., \$11,897.33;

Martin's Stationery, \$31,106.03;

Royston, a Division of Litton Business Systems, Inc., \$9,676.09;

Hub Pen Company, Inc., \$5,361.00;

Allied Carbon and Ruland Manufacturing Corporation, \$1,191.10.

Orders for L. E. Muran Company, \$2,550;

I.B.M. Corporation, \$971.10;

G. L. Stimpson Company, Inc., \$119.50.

No bids were received on Item 15. Bids received on Items 3, 7, 13, and 30 are being rejected.

#### SCHOOL FURNISHINGS

For English High School furnishings and crumbing core and special furnishings for elementary school, awarded as follows:

Contracts for The General Fireproofing Company, \$89,632.50;

M. Brown, Inc., \$7,711.65;

Andrew Wilson Company, \$5,903.01;

Educational Installations, Inc., \$12,612.90;

American Seating Company, \$33,371.50;

Public Seating, Inc.,

\$32,386.20;

John Adlen Associates, Inc., \$23,306.03;

D. C. Sprogis, Inc., \$21,633.95;

New England Seating Company, \$21,250.85;

Edward V. McCarthy, d/b/a McCarthy Bros., \$19,178.51;

Deluxe Systems, Inc., \$10,171.31;

L. Goldstein and Sons, Inc., \$6,067.20;

Stuart O'Brien Associates, \$1,116.15;

Smith Associates, Inc., \$3,211.00;

Cesco Medical Health Supply Corporation, \$3,006.60;

Offices Unlimited, Inc., \$2,332.51;

Wallman Furniture Company, \$2,017.20.

Orders for A. L. Thompson Company, \$1,225.00.

On Proposal 101 for core and special furnishings, bids received on Items 7 and 21G are being rejected. Items 5A, 6, 26, 27, and 28 are being cancelled.

#### REPLACEMENT PARTS

For furnishing heavy equipment replacement parts, Proposal 161, to the Public Works Department from July 1, 1973, to June 30, 1974, inclusive, awarded to Witt-Armstrong Equipment Company, in the amount of \$10,000.

#### VOCATIONAL EQUIPMENT

For furnishing vocational equipment, Proposal 120, to the Public Facilities Department, awarded as follows:

Contracts for Broadhead-Garrett Company, \$18,639.23;

Buck Engineering Company, Inc., \$26,511.00;

Mackey Associates, \$17,767.38;

Rice Machinery, Inc., \$15,821;

A. B. Dick Company, \$9,618.16;

International Business Machines Corporation, \$1,750;

Grant Graphics Division of Compugraphic Corporation, \$1,139.

Orders for United Tool, Inc., \$1,332.76.

#### FIRE COATS

For furnishing firecoats, Proposal 111, to the Fire Department, awarded to Alb Rulder Company, Inc., in the amount of \$15,855.

#### SWIMMING POOL EQUIPMENT

For furnishing swimming pool equipment, Proposal 171, to the Parks and Recreation Department, awarded to Musinsky's, Inc., in the amount of \$5,178.10.

The bid received on Item 13 is being rejected.

#### RECREATION SUPPLIES

For furnishing recreation supplies, Proposal 160, to the Parks and Recreation Department, awarded to House of Sports, in the amount of \$3,176.

Orders for Flaghouse, Inc., \$1,225.

Bids received on Items 7, 8, 9, and 10 are being rejected.

#### MOBILE RADIOS

For furnishing mobile radios, Proposal 163, to the Public Works Department, awarded to Motorola, Inc., in the amount of \$9,190.

#### FIRE FIGHTING SUPPLIES

For furnishing fire fighting supplies, Proposal 151, to the Fire Department, contract awarded to Cochran Fire Equipment Company, \$6,120.69, and Charles H. Clougherty Company, Inc., \$2,113.20.

Orders for American Fire Equipment Company, Inc., \$368.

#### TYPEWRITERS

For furnishing I.B.M. selectric typewriters, Proposal 155, to the Police Department, awarded to I.B.M. Corporation, in the amount of \$10,122.

#### GYMNASIUM EQUIPMENT

For furnishing gymnasium equipment, Proposal 161, to the Public Facilities Department, awarded to Leisure Resources, Inc., \$20,322, and Arrow System, Inc., \$3,950.

#### MOWERS AND ENGINES

For furnishing lawn mowers and engines, Proposal 168, to the Parks and Recreation Department, awarded to Sawtelle Brothers, Inc., \$33,136.75, and The Clapper Company, \$5,291.89.

#### CATV SYSTEM

For furnishing CATV cable communications system, Proposal 080, to the Police Department, awarded to Late, Inc., in the amount of \$59,621.18.

#### LABORATORY ANIMALS

For furnishing laboratory animals, Proposal 088, to the Department of Health and Hospitals, awarded to Elm Hill Breeding Laboratory, in the amount of \$11,150.

No bids were received on Items 1 and 2.

#### SHIELDING AND LETTERING MATERIAL

For furnishing reflective sheeting and lettering material, Proposal 086, to the Traffic and Parking Department, awarded to Minnesota Mining and Manufacturing Company, in the amount of \$38,338.76.

#### KITCHEN UNITS

For furnishing compact kitchen units, Proposal 096, to the Parks and Recreation Department, awarded to William Davies Co., Inc., in the amount of \$6,270.

#### BUSINESS FORMS

For furnishing continuous and snapshot business forms, Proposal 082, to the various city departments, contract awarded to Moore Business Forms, Inc., in the amount of \$18,590.30.

Orders for Atlantic Business Forms Company, in the amount of \$756; and Statistical Research, in the amount of \$391.

#### COMMUNICATIONS EQUIPMENT

For furnishing communications equipment, Proposal 071, to the Police Department, awarded to General Electric Company, Mobil Radio Department, in the amount of \$16,377.23.

#### CAST-IRON CASTINGS

For furnishing cast-iron castings, Proposal 082, to the Water Division of the Public Works Department, awarded to Municipal Services, Inc., in the amount of \$25,300.

No bids were received on Items 1 and 4.

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#### REPAIRS TO TIRES AND TUBES

For miscellaneous repairs to tires and tubes awarded to Carlson Tire Company, Inc., in the amount of \$12,471.

#### RADIO REPAIRS

For miscellaneous repairs to two-way radios in Public Works Department vehicles awarded to Electrocom Corporation, in the amount of \$3,010.

#### AUTOMOTIVE REPAIRS

For miscellaneous repairs to Ford passenger cars and trucks, awarded to Coto Motor Company, Inc., in the amount of \$30,600.

For miscellaneous repairs to Public Works Department passenger car and truck springs, awarded to Arcand Sales and Service, Inc., in the amount of \$10,925.

#### REMOVAL OF RESIDUE

For removing and hauling of incinerator residue from the South Bay incinerator yard, awarded to SCA Disposal Services of New England, Inc., in the amount of \$143,400.

#### REFRATORIES REPAIRS

For making repairs to furnace combustion chamber and other refractories at South Bay incinerator, Roxbury, awarded to Eastern Refractories Company, Inc., in the amount of \$17,538.20.

#### EMERGENCY EXCAVATIONS

For emergency excavations for repairs and replacement of water services and structures and other incidental work, in Area 1, awarded to John J. Appel, in the amount of \$32,785.

#### DISPOSAL OF ABANDONED VEHICLES

For removal and disposal of abandoned vehicles, awarded to Hyde Park Auto Replacement Parts Company, Inc., in the amount of \$2 per vehicle, total not to exceed \$5,000.

#### CONTAINERIZED SERVICE

For furnishing containerized service for clean-up campaign, awarded to Sanitas Waste Disposal of Massachusetts, Inc., in the amount of \$13,387.50.

#### MECHANICAL EQUIPMENT REPAIRS

For making repairs on existing mechanical equipment, at the South Bay incinerator, awarded to J. A. Sullivan Corporation, in the amount of \$39,330.

#### REMOVAL OF REFUSE

For collecting and removing refuse in District 8, Hyde Park, for the period July 1, 1974, to June 30, 1975, awarded to Ghetto Masters, Inc., in the amount of \$386,070.15.

For collecting and removing refuse, in various districts of the city, for the period July 1, 1974, to June 30, 1975, awarded as follows:

District 1A, Charlestown, Waste Control, Inc., \$110,422.83; District 1B, Boston

Proper, Sanitas Waste Disposal of Mass., Inc., \$729,363.06; District 1, Brighton, SCA Disposal Services of New England, Inc., \$578,271.60; and District 6, West Roxbury, SCA Disposal Services of New England, Inc., \$167,085.60.

#### REAL PROPERTY DEPARTMENT

##### WATER TREATMENT CONTROL

For water treatment control, Boston City Hall, awarded to Barclay Chemical Company, Inc., in the sum of \$5,820.

##### WORK UNIFORMS AND MOBS

For furnishing work uniforms and dry mobs on rental service for Boston City Hall, municipal buildings, and district courts, awarded to Interstate Uniform Services Corporation, in the amount of \$3,060.

##### REFUSE SERVICE

For providing refuse service, including installing, servicing, emptying the contents of the refuse disposal unit at Boston City Hall, awarded to Sanitas Waste Disposal of Mass., Inc., in the amount of \$6,330.

#### SCHOOL DEPARTMENT

##### FINE ARTS SUPPLIES

For fine arts supplies, awarded to Pepperell Braiding Company, in the amount of \$5,007.52.

##### FINE AND INDUSTRIAL ARTS SUPPLIES

For fine arts and industrial arts supplies, awarded to Childcraft Education, in the amount of \$2,191.72.

For fine arts and industrial arts supplies, awarded to J. L. Haninett, in the amount of \$81,986.40, 109 items.

For fine arts and industrial arts supplies, awarded to Modern School Supply, in the amount of \$5,117.21, fourteen items.

For fine arts and industrial arts supplies, awarded to H. S. Wolkins, in the amount of \$98,419.22, twenty-eight items.

##### PAPER PRODUCTS

For paper towels and toilet paper, awarded to Ginsburg Brothers, in the amount of \$11,990.

##### LABORATORY SUPPLIES

For laboratory supplies and equipment, awarded to Kenneth A. Dawson, in the amount of \$1,020.

For laboratory supplies and equipment, awarded to Science Kit, in the amount of \$2,901.53, forty-three groups.

##### CORRUGATED CARTONS

For new corrugated cartons, awarded to Romanow, Inc., in the amount of \$2,509.

##### AUDIO-VISUAL MATERIALS

For audio-visual tools, equipment and materials, awarded to HEB Educational Systems, Inc., in the amount of \$15,215.40, three items.

#### SCHOOL AND OFFICE SUPPLIES

For general school and office supplies, awarded to A. B. Dick, in the amount of \$5,070.55, seven items.

#### MOTOR VEHICLES

For motor vehicles, awarded to President Chevrolet, in the amount of \$18,217, four items.

For motor vehicles, awarded to International Harvester, in the amount of \$7,625.29.

For motor vehicles, awarded to Coto Motors, in the amount of \$7,550.

#### PRINTING

For printing proceedings of the School Committee, awarded to Eagle Graphics, Inc., in the approximate amount of \$8,265.

#### ELEVATOR SERVICES

For furnishing elevator inspection, maintenance, and tests on various elevators in various schools, for the period beginning July 1, 1971, and ending June 30, 1975, awarded to Northeast Elevator Company, in the amount of \$6,660.

#### EXTERIOR PAINTING

For the exterior painting at the David L. Barrett School, awarded to Calix Painting and Decorating, Inc., in the amount of \$2,930.

#### FIRE DAMAGE REPAIRS

For fire damage repairs at the Solomon Lewenberg Junior High School, awarded to R & L Construction Co., Inc., in the amount of \$68,771.

#### SHOP SUPPLIES AND EQUIPMENT

For shop supplies and equipment, awarded to Lynn Hardware, in the amount of \$7,725.13, fourteen groups.

For shop supplies and equipment, awarded to North Shore Hardware, in the amount of \$14,137.40, twenty-seven groups.

For shop supplies and equipment, awarded to Gould Industrial Supplies, in the amount of \$35,138.13, twenty-nine groups.

For shop supplies and equipment, awarded to Brodhead Garrett, in the amount of \$2,012.93, six groups.

#### UNIFORMS

For football and soccer uniforms and supplies, awarded to Musinsky's, in the amount of \$8,196.55, ten items.

For football and soccer uniforms and supplies, awarded to Holovak and Coughlin, in the amount of \$10,152.26, twenty-four items.

#### MATERIALS FOR PROJECTORS

For materials for overhead projectors, awarded to Ardmore Distributors, in the amount of \$3,120.93, three items.

(Continued on next page)

is believed that public advertising would serve no useful purpose.

Respectfully,

ROBERT J. VEY,  
Director.

## PUBLIC WORKS DEPARTMENT

### COLLECTING AND REMOVING REFUSE

DEAR MR. MAYOR:

Your approval is respectfully requested to reject all bids for collecting and removing refuse, to dispense with further public advertising, and to award contracts to other than the low bidder in the six districts set forth below. In the five other districts, by separate letter, I am recommending awards of contracts to the low bidder.

The work to be done under these contracts is for the period July 1, 1971, to June 30, 1975, with options for a second and third-year contract if the city so elects. Proposals were received on May 3, 1971, May 21, 1971, and May 29, 1971, after public advertising in the *Civ Record*, April 22, 1971, and May 13, 1971.

District 2, Jamaica Plain, contractor, Joseph Amara and Sons, Inc., Division of Waste Management of Mass., Inc., 200 Providence Street, Hyde Park, Mass., price per year, \$378,031.60.

In order to provide continuity of good service, I am recommending the award of a contract at the low bid price, in the Jamaica Plain district to Joseph Amara and Sons, Inc., Division of Waste Management, Inc. of Mass., the second bidder, who has performed the work in this district in a most satisfactory manner for many years.

District 3, Dorchester North, contractor, SCA Disposal Services of New England, Inc., 110 Brookline Avenue, Boston, Mass., price per year, \$618,165.50.

In order to provide continuity of good service, I am recommending the award of a contract at the second bidder's price to SCA Disposal Services of New England, Inc., the third bidder, who has performed the work in this district in a most satisfactory manner for many years. The low bidder, Sanitas Waste Disposal of Mass., Inc., is being recommended for the award of a contract in the City Proper district, and it is not my intention to recommend their being awarded contracts in any other district. The second bidder, Joseph Amara and Sons, Inc., Division of Waste Management of Mass., is being recommended for the award of a contract in the Jamaica Plain district, and it is not my intention to recommend their being awarded a contract in any other district.

District 5, South Boston, contractor, SCA Disposal Services of New England, Inc., 110 Brookline Avenue, Boston, Mass., price per year, \$268,558.20.

The low bidder, Sanitas Waste Disposal of Mass., Inc., is being recommended for the award of a contract in the City Proper district, and it is not my intention to recommend their being awarded contracts in any other district. The second bidder,

Stanley Roketenetz, Inc., has requested permission to withdraw his bid as his bid price was in error. The third bidder, SCA Disposal Services of N. E., Inc., is recommended for the award of the contract at their bid price.

District 7, Dorchester South, contractor, United Contracting Company, Inc. of Boston, 1111 Dorchester Avenue, Dorchester, Mass., price per year, \$691,650.

The low bidder, Sanitas Waste Disposal of Mass., Inc., is being recommended for the award of a contract in the City Proper district, and it is not my intention to recommend their being awarded contracts in any other district. The second bidder, SCA Disposal Services of N. E., Inc., has been recommended for the award of contracts in four other districts, and it is not my intention to recommend the award of additional work to that firm. The third bidder, United Contracting Company, Inc. of Boston, has performed the work in this district for many years in a most satisfactory manner and has agreed to accept a contract at the second bidder's price.

District 9, East Boston, contractor, Browning-Ferris Industries, Inc., 100 Hallet Street, Dorchester, Mass., price per year, \$219,218.

The low bidder, F & R Service, Inc., is not being recommended for the award of a contract because of a union involvement that probably would result in a strike or work stoppage in all other districts of the city; also, we have received information questioning their performance under their contract for collecting garbage in a neighboring community. After considerable deliberation I am recommending the award of this contract to Browning-Ferris Industries, Inc., at the second bidder's price.

District 10, Roxbury, contractor, Browning-Ferris Industries, Inc., 100 Hallet Street, Dorchester, Mass., price per year, \$711,151.86.

The low bidder, Sanitas Waste Disposal of Mass., Inc., is being recommended for the award of the contract in the City Proper district, and it is not my intention to recommend their being awarded contracts in any other district. The second bidder, Browning-Ferris Industries, Inc., has performed the work in the Roxbury district in a most satisfactory manner for many years and has agreed to accept the contract at the low bidder's price.

Awarding the refuse contracts as recommended will result in a decrease in total costs of \$837,200 per year, for 1971-5, below the cost of the same service bid in 1971. This has resulted from more competitive bidding and a decrease in costs by the elimination of the separate garbage collection, which factors more than offset the increase in labor and operating costs over the past three years. In my opinion, awarding the contracts as recommended will result in maintenance of the high level of performance previously provided by this service and the encouragement of as much diversity and competition in the

business as possible. These recommendations are therefore in the best interest of the city.

Respectfully,

JOSEPH F. CASAZZA,  
Commissioner of Public Works.

## REAL PROPERTY DEPARTMENT

### PARKMAN HOUSE

DEAR MAYOR WHITE:

Your permission is requested to award a contract without advertising to the Boston Foundation for the care, cleaning, security, operation, provisions, and expenses relating to the function of the Parkman House at 33 Beacon Street.

Given to the city in 1907 by the Parkman family, the Parkman House has recently undergone a major restoration, in anticipation of the bicentennial, and is now functioning both as a reception center and as a center for urban affairs. The restoration was carefully planned to accommodate a variety of uses for the building. The first two floors, which are used for receptions, dining, and conferences, combine modern functional furniture with some of the finest antiques on loan from the Museum of Fine Arts and private individuals. The bedrooms on the third floor will extend the hospitality of Boston to many of the distinguished guests of the city, and the fourth floor provides office space for the Parkman Center for Urban Affairs. One of the major objectives of the center is to assist the City of Boston and other metropolitan areas in improving their governmental structures and policies. To this end the center will sponsor intercity seminars where officials will meet to exchange experiences and ideas on specific city problems, undertake research studies, establish an intern program, and create policy task forces to improve relations with their state governments and the federal government, at a time when there is diminishing national concern with urban priorities.

I believe it will be more economical to have live-in help to insure good care of the house and provide continuous security rather than to hire a three-shift security force. In addition, live-in help is needed for the accommodation of distinguished overnight guests, a facility the city has had to pay for at hotels.

In view of the special nature of the building and its multipurpose use, I have determined that the Boston Foundation is the most suitable entity to perform the services described above, and that public advertising would not be useful in this instance.

The term of this contract will be from July 1, 1971, to June 30, 1975, and the total amount will not exceed \$31,112.

Very truly yours,

EDWARD J. KENNEDY,  
Assistant Commissioner.

(Continued on next page)

"A"

A G R E E M E N T

This AGREEMENT made and entered into this 10th day of January, 1974, by and between the P & R Service Inc., located at 12c Washington Street, Wellesley, Massachusetts, (hereinafter referred to as the "Company"), and the United Steelworkers of America, AFL-CIO-CLC, (hereinafter referred to as the "Union"), in behalf of Local Union 13974.

WITNESSETH

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I  
Recognition

Section 1. The Company recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regards to wages, hours, and other terms of conditions of employment for all its employees to whom this Agreement applies.

ARTICLE II  
Union Shop

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirtieth day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all members covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

ARTICLE III  
Payroll Deduction



**ARTICLE V**  
**Vacations**

Section 1. Employees after one (1) year of continuous service will be entitled to one (1) weeks' vacation.

Section 2. Employees after three (3) years of continuous service will be entitled to two (2) weeks vacation.

**ARTICLE VI**  
**Jury Duty**

Section 1. Make up wages or salary will be paid to eligible employees while absent from work for Jury Duty.

**ARTICLE VII**  
**Funeral Leave**

Section 1. In the event of death of a member of the immediate family of an employee, the Company will grant each employee three (3) days funeral leave up to and including the day of the funeral.

**ARTICLE VIII**  
**Holidays**

Section 1. All employees subject to this Agreement, shall receive normal straight time compensation for all Legal Holidays proclaimed by the State.

**ARTICLE IX**  
**Grievance Procedure**

Section 1. Should any dispute arise between the Company and the Union or its members concerning this Agreement the dispute shall be settled in the following manner:

First: Between the aggrieved employee and the Company's supervisor of the Department.

Second: Between the aggrieved employee, the Company's supervisor of the Department, at this step a Representative of the International Union may be present.

ARTICLE XIII  
Assignability

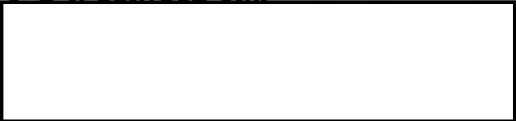
Section 1. In case of a sale of all or a substantial part of the Company's property, the Company agrees to use its best efforts to require such new Company to assume this Agreement to the fullest extent possible.

ARTICLE XIV  
Duration of Agreement

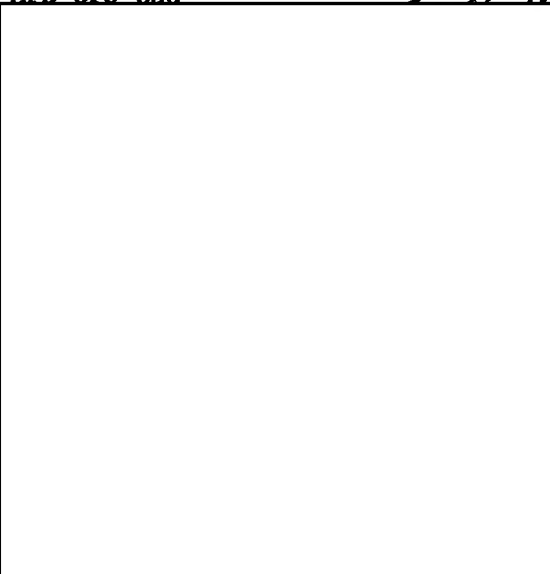
This AGREEMENT shall continue in full force and effect until January 15, 1977 and thereafter from year to year, provided however, that either party may terminate the same upon giving sixty (60) days written notice to the other of its intention to do so, provided the termination is not prior to January 15, 1977.

On January 15, 1976 SCHEDULE A - Wage Rates may be reopened for renegotiation by either party upon giving the other party sixty (60) days written notice of its intention to do so prior to January 15, 1976.

F & R SERVICE INC



UNITED STEELWORKERS OF AMERICA  
AFI-CIO-CLC



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b7C

## W A G E S

### SCHEDULE A

#### WAGE RATES EFFECTIVE JANUARY 15, 1974

**LABORER -** The Starting Rate shall be \$160.00 per week with an additional \$5.00 per week increase every six (6) months until the Rate of \$180.00 per week is reached.

**TRUCK DRIVERS -** The Starting Rate shall be \$180.00 per week with an additional \$5.00 per week increase every six (6) months until the Rate of \$200.00 per week is reached.

#### **GARBAGE &**

**RUBBISH COLLECTORS -** The Starting Rate shall be \$160.00 per week with an additional \$5.00 per week increase every six (6) months until the Rate of \$190.00 per week is reached.

### SCHEDULE B

As of July 15, 1974 any employees working the Metropolitan Boston Area, a supplement Wage Scale will be in effect. The Metropolitan Boston Area shall include all Districts in the Boston Area that are open to competitive bidding for Rubbish and Garbage Removal. Wage determination shall be wages now in effect under the Service Contract Act. Wages for the Metropolitan Boston Area will be -

**TRUCK DRIVER CHAUFFEUR -** \$6.00 per hr.

\$5.00 per hr.

114879

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT  
DOCKET NO.

F. & R. SERVICE, INC., THOMAS A. GILLIS,  
GARY CLARK, PAUL ARENA, DONALD CARPENTER,  
ALDEN COTE, GEORGE E. DYER, JR., BERNARD  
PECK AND MICHAEL SCHIFONE

Plaintiffs

VS.

KEVIN H. WHITE, JOSEPH F. CASAZZA, CITY  
OF BOSTON, FRANK J. McMORROW, AMERICO PASQUALE,  
SCA DISPOSAL SERVICES OF NEW ENGLAND, INC.,  
BROWNING-FERRIS INDUSTRIES, INC., SANITAS  
WASTE DISPOSAL OF MASSACHUSETTS, INC., UNITED  
CONTRACTING COMPANY, INC. OF BOSTON, JOSEPH  
AMARA AND SONS, INC., DIVISION OF WASTE  
MANAGEMENT OF MASSACHUSETTS, INC.

Defendants

COMPLAINT

Thomas C. O'Keefe III  
43 Main Street  
Natick, Massachusetts  
01760  
655-5475

Charles J. Artesani, Jr.  
and 375 Commonwealth Avenue  
Boston, Massachusetts  
02115  
266-2900

RECEIVED & FILED

FEB 28 1977

CLERK OF THE COURT  
NORFOLK COUNTY

UNITED STATES GOVERNMENT

# Memorandum

TO : S A C (92-2202)

DATE: 5/9/77

FROM : SUPV. JAMES F. SCANLAN, JR.

SUBJECT: KEVIN H. WHITE; ✓  
[redacted] ✓

AR - HOBBS ACT

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In view of the publicity afforded this matter, this file has been reviewed and the following is a summary of action taken:

On 2/12/75 this matter was referred to this office by the Office of the USA based on a copy of a memo dated 10/23/74. This memo was directed to the Fraudulent Section of the Criminal Division re material presented to SEC and USA, SDNY, by [redacted].

The material in question was reviewed and the relevant parts concerned; an allegation that [redacted] accompanied by one [redacted] went to the Office of Mayor KEVIN WHITE and made a \$10,000 "payoff" no further elaboration in these records. This document spelled out that [redacted] characterized the payment of the \$10,000 as a political contribution and not a payoff.

According to this memo, it was attributed to SEC that [redacted] controlled a company called [redacted] a subsidiary of SANITAS and SANITAS would issue checks to [redacted] these payments allegedly being used to make payoffs.

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In this memo, [redacted] told the AUSA, SDNY, he had paid \$10,000 to Mayor WHITE and also made a payment of stock to the [redacted]

[redacted] described the payment to WHITE as a campaign contribution and attributed to WHITE a comment to the effect, "He had been having trouble with some of the other boys". This contribution and comment allegedly occurred in early fall 1971 when WHITE was running for re-election. [redacted] advised [redacted] was present with him when the contribution was made.

JFS:gm

(8)

SAC *[signature]*

SEARCHED	INDEXED
SERIALIZED <i>ma</i>	FILED <i>ma</i>
MAY 9 1977	
FBI - BOSTON	

*[signature]*

5010-110

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

92-2202-22

BS 92-2202

The memo indicated the payment of stock to [ ] was because SANITAS had a cleaning contract for buildings in the State of Mass. The stock was in Reclamations Systems, Inc. and was transferred on 9/28/70 to [ ] a nominee designated by [ ]. In this regard, [ ] was declared legally incompetent because of senility.

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[ ] stated he made the \$10,000 contribution in two installments, one some time prior to the Primary (9/14/71) and the other subsequent to the Primary but before the general election. [ ] states [ ] gave Mayor WHITE an envelope with \$5,000 with [ ] present on both occasions. [ ] also stated that in about February, 1972, [ ] had a meeting with other contractors relative to splitting up areas and the prices to be bid for the areas. [ ] claimed to have attended this meeting with [ ]. [ ] denies ever having attended any such meeting or even knowing about it.

[ ] described the payment to Mayor WHITE as political contributions. [ ] describes his stock transaction with [ ] as being strictly voluntary and done to solidify himself with [ ] nothing being asked by [ ] stating it was not a payoff.

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[ ] when initially interviewed, said he had no independent recollection of accompanying [ ] to WHITE's office; however, he would not deny it stating he just didn't have any independent recollection. He stated he feels [ ] would have made the payments to WHITE rather than himself.

On reinterview, [ ] said he went the first time with [ ] to the Office of Mayor WHITE but not the second time and he has no recollection of any conversation by WHITE when the contribution was made re other contractors. He also claims [ ] made the payment.

[ ] stated that in connection with the contract for 1972 he added an extra \$150,000 over what the bid should have been. However, [ ] denies any knowledge of the \$150,000 stating he prepared the bid.

BS 92-2202

[ ] states that the contribution to WHITE was made after conversation he had with Attorney [ ] wherein he told [ ] of his intention to make a contribution to the Mayor whereas [ ] states he was summoned to the Office of Mayor WHITE, at which time the Mayor advised he needed money and asked for "ten big ones".

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Records re campaign contributions for the Primary were reviewed and there was no indication of any contribution attributable to [ ]. The contribution records for the general election were destroyed pursuant to law prior to review.

The Public Works Commissioner, an individual of good reputation, advised there was no contract awarded in 1972; that the contract was awarded in March, 1971; that this contract did not expire until 1974; that there was no interference by the Mayor and that he, the Commissioner, did realign territories with the agreement of the contractors because it was in the best interests of the city and was not at the behest of either the contractors or the Mayor.

Two other contractors, who were allegedly in attendance at the meeting referred to by [ ], denied ever having attended such a meeting, stating they did make personal contributions to the Mayor in his election of 1971; however, they were not pressured in any way, one contractor mentioning that such contributions have been automatic since the days of [ ].

The facts of this case were discussed with AUSA [ ] on 5/29/75 and 6/25/75, at which time it was noted there were wide discrepancies between the only two witnesses to the \$10,000 contribution to WHITE's 1971 campaign. It was noted during this conference that the principal witness, [ ], claimed he decided to make the contribution to solidify SANITAS' position for the 1972 refuse City of Boston bids in the fall of 1971 when, in fact, the contracts had already been awarded in March, 1971, and would not be again awarded until March, 1974. It was also noted that [ ] said he decided to make the contribution

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BS 92-2202

and made it accompanied by [ ] while [ ] claimed he had been solicited himself by WHITE, he then going to [ ] who approved paying the \$10,000. [ ] requested at this time two additional refuse contractors who made contributions to WHITE's 1971 campaign be interviewed to determine whether or not pressure was exerted on them; that at the conclusion of said interviews a re-evaluation will be made as to the prosecutive potential of this case. [ ] also noted that the facts relating to the shares of stock given to [ ] coupled with [ ]'s mental health, would be a bar to prosecution as to that portion of [ ]'s statements.

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AUSA [ ] was contacted on 11/13/75, at which time he had not made any determination as to the prosecutable potential.

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On 2/11/76 AUSA [ ] said there was no supporting evidence which would enable him to initiate the course of prosecutive action and that he was closing his file.

It is to be noted that during this investigation IRS was furnished full particulars re this matter.

It is to be noted that the USA, Boston, was extremely reluctant to conduct open investigation re WHITE allegations in absence of specifics that would develop a prosecutable violation feeling data not solid enough to openly proceed without possibly harming WHITE's chances in the forthcoming Mayoralty campaign and a possibility of WHITE's obtaining a slot on the National Democratic ticket as Vice President.



Airtel

1- [redacted]  
1- FOF

2/24/75

TO: SAC, Boston (92-2202)

From: Director, FBI 92-16513-1  
EX-112 REC-1 MET-37  
KEVIN H. WHITE  
[redacted]  
AR-HOBBS ACT

ReBStel 2/21/75, and Butelcal 2/24/75.

This will confirm reButelcal wherein you were advised that travel of SA Robert E. Sheehan to [redacted] Florida, for the purpose of interviewing [redacted] was not justified and, therefore, not authorized. The Tampa division is to be expeditiously furnished background information concerning this matter and requested to conduct necessary interview.

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The Bureau is to be kept apprised of all pertinent developments in this matter.

NOTE: ReButelcal made to Supervisor [redacted] by SA [redacted].

ELR:maw  
(5) [signature]  
[signature]

MAILED 7  
FEB 24 1975  
FBI

cc: Dir. \_\_\_\_\_  
p. AD Adm. \_\_\_\_\_  
p. AD Inv. \_\_\_\_\_  
t. Dir. \_\_\_\_\_  
lmin. \_\_\_\_\_  
mp. Syst. \_\_\_\_\_  
t. Affairs \_\_\_\_\_  
les & Com. \_\_\_\_\_  
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ec. Inv. \_\_\_\_\_  
MAR 5 1975  
phone Rm. \_\_\_\_\_  
ctior Sec'y \_\_\_\_\_

MAIL ROOM ☒

TELETYPE UNIT ☐

GPO 934-346

FEDERAL BUREAU OF INVESTIGATION  
COMMUNICATIONS SECTION

FEB 21 1975

TELETYPE

NR002 BS CODE

12:50PM URGENT FEBRUARY 21, 1975 DAD

TO: DIRECTOR

FROM: BOSTON 92-2202

KEVIN H. WHITE; [REDACTED] AR-HA.

Assoc. Dir. \_\_\_\_\_  
Dep.-A.D.-Adm. \_\_\_\_\_  
Dep.-A.D.-Inv. \_\_\_\_\_  
Asst. Dir.:  
Admin. \_\_\_\_\_  
Comp. Syst. \_\_\_\_\_  
Ext. Affairs \_\_\_\_\_  
Files & Com. \_\_\_\_\_  
Gen. Inv. ☒ \_\_\_\_\_  
Ident. ☒ \_\_\_\_\_  
Inspection \_\_\_\_\_  
Intell. \_\_\_\_\_  
Laboratory \_\_\_\_\_  
Plan. & Eval. \_\_\_\_\_  
Spec. Inv. \_\_\_\_\_  
Training \_\_\_\_\_  
Legal Coun. \_\_\_\_\_  
Telephone Rm \_\_\_\_\_  
Director Sec'y \_\_\_\_\_

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FOR INFORMATION BUREAU, USA BOSTON RECEIVED INSTANT CASE  
VIA DEPARTMENT OF JUSTICE, WASHINGTON, D.C. [REDACTED]  
PROMINENT REFUSE DEALER BOSTON, ALLEGES HE AND [REDACTED] THEN  
[REDACTED] OF NATION-WIDE REFUSE FIRM OF SANITAS, GAVE  
KEVIN H. WHITE \$10,000 IN CASH IN LATE 1971, DURING WHITE'S  
CAMPAIGN FOR RE-ELECTION AS MAYOR OF BOSTON, TO SOLIDIFY THEIR  
POSITION RE BIDS FOR 1972 REFUSE CONTRACTS WITH CITY OF BOSTON;  
THAT WHITE INDICATED THAT SOME OF THE OTHER REFUSE COMPANIES  
DOING BUSINESS WITH THE CITY OF BOSTON WERE NOT DOING THE  
RIGHT THING AND THAT HE, WHITE, WOULD FIX THEM; THAT BIDS FOR 1972-74  
REFUSE WERE RIGGED, CONTRACTORS MAKING EXCESS PROFITS. [REDACTED]  
ALSO ALLEGES SANITAS GAVE [REDACTED]

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[REDACTED] CH 38 92-16513-1  
[REDACTED] 2000 SHARES OF STOCK IN REFUSE COMPANY,  
SAID STOCK ISSUED IN NAME OF A NOMINEE PROVIDED BY [REDACTED]

5 FEB 25 1975

Antel SAC, BS  
2/24/75  
ELR (man)

6.01

PAGE TWO BS 92-2202

WHITE CURRENTLY MAYOR OF BOSTON SEEKING RE-ELECTION AND INDICATIONS ARE HE IS A PROMINENT CONTENDER FOR A VICE-PRESIDENTIAL SLOT IN THE NEXT NATIONAL ELECTION.

[ ] CURRENTLY IN [ ] FLORIDA, TAMPA DIVISION, IS ONLY POSSIBLE LIVE WITNESS AVAILABLE TO CORROBORATE [ ]. USA JAMES GABRIEL, BOSTON, ADAMANT IN REQUESTING SA ROBERT E. SHEEHAN, BOSTON DIVISION, PERSONALLY HANDLE INTERVIEW OF [ ] SA SHEEHAN HANDLING INSTANT INVESTIGATION WITH USA GABRIEL'S SPECIAL UNIT ON CORRUPTION.

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BUREAU AUTHORITY REQUESTED FOR SA SHEEHAN TO TRAVEL TO TAMPA DIVISION AND HANDLE [ ] INTERVIEW.

END.

JDR

FBIHQ CLR

UNITED STATES GOVERNMENT

# Memorandum

TO : Mr. Gebhardt *REC*

DATE: 2/24/75

FROM : R. E. Long *RELN*

1- Mr. Gebhardt  
1- Mr. Long  
1- [redacted]

SUBJECT: KEVIN H. WHITE, MAYOR,  
BOSTON, MASSACHUSETTS;  
[redacted]

ANTI-RACKETEERING-HOBBS ACT

Assoc. Dir. \_\_\_\_\_  
Dep. AD Adm. \_\_\_\_\_  
Dep. AD Inv. \_\_\_\_\_  
Asst. Dir.:  
Admin. \_\_\_\_\_  
Comp. Syst. \_\_\_\_\_  
Ext. Affairs \_\_\_\_\_  
Files & Com. \_\_\_\_\_  
Gen. Inv. \_\_\_\_\_  
Ident. \_\_\_\_\_  
Inspection \_\_\_\_\_  
Intell. \_\_\_\_\_  
Laboratory \_\_\_\_\_  
Plan. & Eval. \_\_\_\_\_  
Spec. Inv. \_\_\_\_\_  
Training \_\_\_\_\_  
Telephone Rm. \_\_\_\_\_  
Director Sec'y \_\_\_\_\_

This is to advise of a Hobbs Act investigation currently being conducted by our Boston office wherein a request has been made that authority be granted for a Special Agent (SA) assigned to Boston office to travel to [redacted], Florida, Tampa division, to interview pertinent witness. General Investigative Division disagrees with Boston as there are no unusual circumstances relating to interview nor information in possession of Boston which can not be readily furnished to Tampa. *b6 b7C*

This investigation was based on receipt of information from U. S. Attorney (USA) James Gabriel, Boston, who advised that [redacted] in Boston, has alleged that he and [redacted] both then [redacted] of a nation-wide refuse firm by the name Sanitas, gave Kevin H. White \$10,000 in cash in late 1971. This payment was made to White to solidify [redacted] positions regarding bids for the 1972 refuse contracts with the City of Boston. [redacted] also alleged that Sanitas gave [redacted] *b6 b7C b7D MAS FLA*

[redacted], 2000 shares of stock in refuse company. This stock was issued in the name of a nominee provided by [redacted]

[redacted] who is currently in [redacted] Florida, according to the USA, Boston, is the only individual available to corroborate information furnished by [redacted] allegedly witnessed payoffs in this matter. USA, Boston, has adamantly requested that Boston case Agent, Robert E. Sheehan, travel to Florida to handle interview with [redacted] USA made request due to fact he is familiar with Sheehan's investigative ability, considers this a crucial interview and feels Sheehan is the best man to handle investigation. However, this appears to be no reason why Tampa could not interview [redacted] after receipt of background from Boston. *b6 b7C b7D*

ELR:may *RELN*

CONTINUED - OVER

70 MAR 5 1975

6-ELR

Long to Gebhardt Memo

Of interest is that Mayor White is presently seeking re-election as Mayor of Boston and has been the subject of recent speculations as a prominent contender for the Democratic vice-presidential nominee in 1976.

ACTION: Boston is being advised that travel of SA Sheehan is not justified and a lead is to be forwarded expeditiously to Tampa to interview Wipfler.

*OK ref REG/nel*

*Matter has been discussed with SAC Boston who agrees that it is not necessary for Boston SA to travel to Tampa Div.  
2/24/75  
JDO*

*MS  
JDO  
JDO*

*[Signature]*

UNITED STATES GOVERNMENT

# Memorandum

TO : DIRECTOR, FBI

DATE: 4/21/75

FROM : SAC, BOSTON (92-2202) (P)

SUBJECT: KEVIN H. WHITE;

AR-HOBBS ACT  
(OO: BOSTON)

Re Bureau airtel, 2/24/75; 0-1 form, dated  
4/15/75.

Following background in instant case set forth  
for information of Bureau.

Case opened 2/75, Boston Division, after  
interview by Bureau Agent of [redacted], formerly  
active in waste disposal companies, who said in 1971 he  
paid \$10,000 personally to Mayor KEVIN WHITE, Boston, in  
connection with WHITE'S then campaign for re-election.  
[redacted] described the payments as a campaign contribution,  
feeling the cash payments would solidify Sanitas', the  
waste disposal company for which he worked, position in  
forthcoming City of Boston bids. In giving the money to  
WHITE, [redacted] described it as a campaign contribution,  
WHITE indicating some of the other contractors did not  
do the right thing. The cash was obtained from another  
company account, said company billing the Sanitas subsidiary  
for the funds via false vouchers. Sanitas and several other  
companies successfully bid on the 1972 Boston Contract, bid  
prices established via joint effort of alleged competing  
companies and including profit of about \$150,000 over  
normal profit. [redacted] had no indication the Mayor or any  
city official aware of rigged bids or exorbitant profit  
figure.

EX 104

REC-31

92-16513-3

[redacted] also reported giving 2,000 shares in  
another company [redacted], Reclamation Systems, Inc.  
(RS), for what he, [redacted], paid (16¢ per share, stock then  
valued at \$10 per share, current value 2¢ per share) to  
[redacted]

② - Bureau  
2 - Boston  
RES/lm  
(4)



5010-110

APR 30 1975

50 JAN 12 1977

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

BS 92-2202

company did work for [ ] in state buildings, [ ] claiming [ ] gave him no edge, insisting on quality performance. Per [ ]'S request, stock issued and mailed to [ ] of Rhode Island. Investigation determined [ ] declared legally incompetent because of senility and it appears doubtful he can appear before a Grand Jury. The Statute of Limitations will bar prosecution of [ ], 9/28/75 re which USA made aware.

[ ] claimed to have made cash available to Sanitas subsidiaries in Tampa, Atlanta, and Detroit, saying, payments made to company officials, he not aware as to purpose of cash.

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[ ] had no specifics re other refuse contractors making cash payments to WHITE. [ ] another Sanitas [ ] said he was told two (2) other refuse contractors made contributions to WHITE less than \$10,000. [ ] acknowledged \$10,000 cash contribution made to WHITE but there is no consistency between he and [ ] as to how concept of payment originated.

Data re above came to light via SEC investigation of Sanitas. [ ]

[ ] originally provided data re instant case in May, 1974 to SDNY Department officials, subsequently being interviewed by attorneys from the Fraud Section of the Department, SDNY, and District of Mass. He was made available for FBI and IRS interview, 1/30/75.

USA, Boston extremely reluctant to conduct open investigation re WHITE allegations in absence of specifics that would develop prosecutable violation, feeling data not solid enough to openly proceed without possibly harming WHITE'S chances in the forthcoming mayoralty campaign and a possibility of WHITE'S obtaining a slot on the National Democratic ticket as Vice-President. Pursuant to said policy, AUSA in special unit handling political payoffs wants to proceed initially via subpoena of construction companies' books and records to determine if a generation

BS 92-2202

of cash to WHITE can be located. Indications are that said action will occur within next two weeks; has been awaiting IRS audit results at Sanitas which will be available week of 4/21/75.

Boston Office feels instant case has little prosecutive potential for following reasons:

1.) Both [ ] describe payment to WHITE as a political contribution.

2.) No records re contributions to WHITE campaign available for final election, 1971. The laws in Mass. at that time permitted destruction of such records after 18 months.

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3.) [ ] claimed stock deal with [ ] resulted only from desire to solidify himself with [ ] as distinguished from pay-off.

To date, sole investigation has consisted of [ ] interviews, efforts to locate WHITE campaign records, and documentation of [ ] stock data.

Upon receipt of books and records of contractors, analysis will be made, necessary interviews conducted, and report submitted.



## FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE <b>BOSTON</b>	OFFICE OF ORIGIN <b>BOSTON</b>	DATE <b>5/6/75</b>	INVESTIGATIVE PERIOD <b>1/30 - 4/29/75</b>
TITLE OF CASE <b>KEVIN H. WHITE</b>		REPORT MADE BY <b>ROBERT E. SHEEHAN</b>	TYPE <b>po</b>
		CHARACTER OF CASE <b>AR - HOBBS ACT</b>	

REFERENCES: Tampa airtel to Boston (IO), 3/5/75.  
Boston letter to Bureau, 4/21/75.

- P -

LEADSBOSTONAT BOSTON, MASS.

Will confer with USA JAMES GABRIEL prior to conducting further investigation.

ACCOMPLISHMENTS CLAIMED					<input type="checkbox"/> NONE	ACQUIT- TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES			
							PENDING OVER ONE YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO PENDING PROSECUTION OVER SIX MONTHS <input type="checkbox"/> YES <input type="checkbox"/> NO

APPROVED <i>[Signature]</i>	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW
COPIES MADE: 2 - Bureau 1 - USA, Boston, Mass. 2 - Boston (92-2202)		<b>92-16513-4</b> <b>REC</b> <b>ST. 114</b> <b>MAY 9 1975</b>

Dissemination Record of Attached Report				Rotations
Agency	<b>1cc ROM CRIM. DIV</b>	BY <b>CL</b>	DATE <b>5/8/75</b>	<b>DATA PROC</b> <b>SEE REVERSE SIDE FOR ADD. DISSEMINATION.</b>
Request Recd.		REQ. REC'D	<b>SEP 4 1991</b>	
Date Fwd.	<b>5/19/75</b>	DATE		
How Fwd.	<b>DD</b>	BY	<b>mc/v</b>	
By	<b>DD</b>	DATE	<b>5/7 MAY 1975</b>	

COVER PAGE

BS 92-2202

ADMINISTRATIVE:

USA, Boston has been extremely reluctant to conduct open investigation re WHITE allegations in absence of specifics that would develop a prosecutable violation, feeling data not solid enough to openly proceed without possibly harming WHITE's chances in the forthcoming mayoralty campaign and a possibility of WHITE's obtaining a slot on the National Democratic ticket as Vice-President. Pursuant to said policy, AUSA [ ] wants to proceed initially via subpoena of construction companies' books and records to determine if a generation of cash to WHITE can be located. This action was anticipated on receipt of IRS audit reports at SANITAS but Boston Office will not proceed in the absence of a discussion with USA GABRIEL in view of what appears to be conflicts in [ ]'s data re coming up with a donation to solidify position re 1972 contract when there was no contract from time of the election until 1974.

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COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATIONCopy to: 1 - United States Attorney, Boston, Massachusetts  
(ATTN: AUSA [redacted])Report of: ROBERT E. SHEEHAN  
Date: May 6, 1975

Office: Boston, Massachusetts

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Field Office File #: 92-2202

Bureau File #:

Title: KEVIN H. WHITE;  
[redacted]

Character: ANTI RACKETEERING - HOBBS ACT

## Synopsis:

[redacted] said he decided to make a \$10,000 contribution to Mayor KEVIN H. WHITE's 1971 campaign for re-election as Mayor of Boston to solidify Sanitas, a waste disposal company, position in the 1972 bids; said [redacted] then [redacted] JAMES A. FREANEY Company (JAF), a waste disposal subsidiary of Sanitas, agreed with him to make \$10,000 contribution; that [redacted] and he gave WHITE personally two \$5,000 cash installments, money coming from payment by JAF of fraudulent vouchers to [redacted] another company [redacted] WHITE, per [redacted] referred to other contractors as "a couple of sons of bitches" who did not do the right thing and that WHITE was going to fix them. [redacted] described payments as being made in the Fall of 1971; said contractors met in 1972 to rig bids then being submitted, he representing Sanitas, [redacted] not trusted by other contractors; that contractors would bid districts knowing they would get back districts serviced by them the previous years. [redacted] also said he gave [redacted], [redacted] 2,000 shares of stock in Reclamation Systems (RS) for 16¢ per share, stock then selling for \$10 per share; that [redacted] wanted this stock in the name of a nominee, one [redacted]. Records reflect that on 9/28/70 2,000 shares of RS stock transferred from [redacted] has been described as senile by an MD and a Probate Court has appointed a guardian for [redacted] Only records

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BS 92-2202

located 1971 contributions to WHITE campaign pertained to the primary, none located relating to the final run off. No record in those records located of contribution from [redacted], Sanitas or JAF. [redacted] disputes [redacted]'s story re WHITE contributions; claims WHITE's office and then WHITE himself requested contributions from him, [redacted] he then going to [redacted] who approved paying the \$10,000. [redacted] said he was present when the first \$5,000 payment was made to WHITE but not on the second occasion; that he knows of no meetings of contractors to fix bids and/or swap districts; that [redacted] did not know what figure he actually submitted as a bid; that companies got their old districts back, JOSEPH CASAZZA, Commissioner of Public Work for Boston, asking JAF to take back old district, wanting to avoid problems by having experienced companies in the districts; that a big factor requiring the switching was union negotiations, requiring performance on the new contracts to be initiated almost immediately upon award. [redacted] was aware that JAF funds were being paid based on fraudulent [redacted] invoices when work never performed. CASAZZA said contracts were awarded by the City of Boston in March, 1971 and not again until March, 1974, conflicting with [redacted]'s claim that the \$10,000 was paid in the Fall of 1971 to assist Sanitas in connection with contracts to be awarded in 1972. CASAZZA described necessity of switching districts in 1971 as did [redacted], pointing out that the city changed its fiscal period by 1974 and contracts no longer coincide with union contract terminations. CASAZZA noted that factor and the consolidation of garbage and refuse resulted in substantial savings in the city of Boston. He said he has never approached contractors to obtain or discuss campaign contributions for Mayor WHITE. Background information set forth:

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Details:

BS 92-2202

This investigation was predicated upon receipt of the following information by Assistant United States Attorney (AUSA) [redacted] District of Massachusetts, at Boston:

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[redacted] was an [redacted] of Sanitas, Inc., a National Waste Disposal Company and in this capacity apparently handled pay offs, using as a source of funds an account of a company called [redacted] which company was also [redacted]. A Securities and Exchange Commission investigation determined that approximately [redacted] [redacted] by Sanitas and/or subsidiaries to generate cash for illegal pay offs. [redacted] told AUSA [redacted] of the U.S. Attorney's Office in the Southern District of New York that he, [redacted] paid \$10,000 to Mayor WHITE of Boston, also making a payment of stock to the [redacted]. [redacted] was granted immunity by the U.S. Department of Justice exclusive of a False Filing violation pertaining to SEC and perjury matters.

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## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 2/6/75

[redacted] was interviewed in the Office of the United States Attorney for the District of Massachusetts, at which time, he provided the following information:

In 1969, [redacted]  
[redacted], originally located in [redacted]  
Massachusetts, subsequently moving to [redacted]  
handled container-compact units for waste collection  
and did a small amount of janitorial services. In

[redacted]

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James A. Freaney, Incorporated (JAF), was a waste disposal company operating primarily in the City of Boston. [redacted] Sanitas purchased JAF, actually acquiring two companies, waste disposal as well as an independent company that leased equipment to JAF. JAF at that time, probably 1959-1970, had a contract for waste disposal with the City of Boston for the downtown area. This contract had a big plus in that it would service independent contracts, i.e. businesses in the downtown area and dump freely at either the Roxbury City Dump or the Boston incinerator. This advantage was not the result of any payoff but rather established procedure for many years. It resulted in a large profit factor on serving independent accounts, other contractors not able to successfully compete because of the free dump privileges that went with the contract of the City of Boston for that special area. The purchase by Sanitas of

Interviewed on 1/30/75 at Boston, Massachusetts File # BS 92-

by SA ROBERT E. SHEEHAN/dmb

2/6/75

Date dictated \_\_\_\_\_

JAF was paid via cash, the acquisition of the leasing firm in Sanitas stock. [ ] told him after the acquisitions that former [ ] was a 50 percent partner in the leasing company, via legal fees rendered, [ ] receiving Sanitas stock for his share.

With the acquisition of JAF, Sanitas realized the profits in waste disposal and attempted to purchase many waste disposal companies in various parts of the country, successfully acquiring some.

In 1971, realizing that new contracts would be awarded by the City of Boston for waste disposal, he felt it essential that JAF solidify itself for the bids that would be forthcoming in February, 1972, and awarded the following April. He talked with Attorney [ ] who was associated with him in another company and a close friend of the then Mayor of Boston, KEVIN WHITE. He talked to [ ] about making a contribution to WHITE's forthcoming campaign for re-election, [ ] indicating he thought this would be a good move. He also talked with [ ] then [ ] [ ] agreed it would be a good idea to make a contribution, both wanting to go into the bid strong. He noted that the Boston Commissioner of Public Works, JOE CASAZZA, did not have to make awards to low bidders, adding that CASAZZA was angry that he was not made aware of Sanitas' acquisition of JAF until sometime after it occurred. [ ] and he decided to make a \$10,000 contribution, and either he or [ ] made an appointment to see Mayor WHITE. This took place prior to or about the time of the Primary election in 1971. [ ] and he went into WHITE's office, [ ] then having \$5,000 in cash which he, [ ] placed in an envelope and gave to [ ] before going into the Mayor's office. He wished Mayor WHITE good luck in connection with the campaign and said that they would make a contribution of \$10,000 for the campaign, \$5,000 then and \$5,000 later. [ ] gave Mayor WHITE the envelope with the \$5,000. He had told WHITE that [ ] was [ ] and is certain he made WHITE aware as to the fact that the money was coming from Sanitas. WHITE referred to other contractors saying that a couple of the "sons of bitches" did not do the right thing and that he, WHITE, was going to fix them.

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Maybe about a month later, [ ] and he again went to WHITE's office, [ ] again turning over to WHITE \$5,000 in cash in an envelope that he, [ ] provided.

The cash provided WHITE came from an [ ] account and represented proceeds of a JAF check deposited to said account based on an [ ] voucher to JAF for some type of phony services. Checks representing the withdrawals from [ ] would be via two or three checks in odd amounts payable in cash which were negotiated at the City Bank and Trust Company, Boston, on the day of or day prior to giving the cash to WHITE. The [ ] checks would not be in the amount of \$5,000 but split into more than one check. This procedure of handling cash payments via [ ] account was initiated at the suggestion of Sanitas [ ] and continued at the direction of [ ] when the latter obtained control of Sanitas.

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He is not aware of what amounts, if any, other waste disposal firms committed to Mayor WHITE but was under the impression that [ ] of Banco did make a contribution. He also received the impression that Banco handled its cash payments via a cash fund maintained via payments from customers who paid Banco in cash as distinguished from checks.

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About this time, he recalled making \$5,000 and \$2,000 cash contributions to the political campaign of [ ]. These payments were handled the same way, that is the funds represented a [ ] check to [ ] based on phony vouchers, the [ ] checks then being made payable to cash. These payments were made at the suggestion of Attorney [ ] now [ ] who told him [ ] needed financial support, and were approved by [ ]. He personally gave the money to [ ] Attorney [ ] present, asked for nothing and received nothing in connection with these contributions.

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About two months or so ago, [ ] contacted him and told him he heard that [ ] testified about the payments to WHITE, alleging some attorney reported having a transcript of [ ]'s testimony. [ ] wanted to know if he, [ ] received a letter acknowledging the payment was a political contribution, [ ] replying negatively. He also received information that CASAZZA questioned [ ] about the \$10,000 payment within the past couple of months.



In about February, 1972, he met with other waste disposal contractors who had contracts with the City of Boston. The meeting took place in [redacted]'s office in South Boston and present were [redacted] of Dooley Disposal; [redacted] (ph) of M & C Disposal; [redacted] (ph) of Howard Disposal; [redacted] and himself. Other contractors, who had been performing for the City of Boston, United, Amara and Ryan Disposal, were not present. At this time, the bid specifications had been issued and an agreement was made as to who would bid which districts and the bid prices each would submit. The bid price would include a normal profit figure plus an additional profit figure over and above the normal. [redacted] and [redacted] were the controlling individuals at the meeting, noting that it would not look good if all the contractors bid low on the districts they had on the previous contract. All agreed to bid low on another district, [redacted] pointing out there would be no problem swapping with CASAZZA's approval after the contracts had been awarded. The JAF bid included an additional profit figure of about \$150,000. [redacted] did not attend this meeting or a subsequent one, the other contractors obviously not trusting him. Anyone knowledgeable in the disposal business reviewing the prices should have known the bids contained unusual profit. He noted that the City of Boston contracted waste disposal services for one and one-half million dollars less in its current contract, as distinguished from the contract awarded in 1972, the most recent contract not subject to pre-rigged bids. At the meetings at which the bid prices were set, there was no discussion about anyone making contributions to WHITE nor did he say anything about WHITE's comment concerning other waste disposal contractors. Concerning CASAZZA, he received only indications that CASAZZA was completely honest and no one got near him. [redacted] reportedly tried to do so, unsuccessfully.

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After the bids were awarded, some of the contractors, including JAF, were allowed to switch back from districts awarded to those handled in the previous contract. [redacted] talked with either Mayor WHITE or CASAZZA to accomplish the switches on the basis that those formerly servicing the districts had the proper equipment and could do a better job at the price awarded than could new comers to the district.

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As an example of awarding of bids, [redacted] a waste disposal company as a subsidiary for Sanitas and submitted a low bid for East Boston in 1974, CASAZZA awarding the bid to [redacted] when [redacted] refused to permit the Teamsters Union to organize the company. In 1973, [redacted] told [redacted] he could not bid the City of Belmont because [redacted] had the contract. [redacted] threatened to shoot [redacted] after heated arguments, stating he would report the matter to the Attorney General. [redacted] and he met with [redacted] in an effort to resolve the dispute, [redacted] not backing down, [redacted] deciding to get rid of [redacted]. Sanitas had difficulties obtaining 1974 contracts despite being a low bidder in five districts. They did receive one district after [redacted] [redacted] conferred with CASAZZA. He received no indication that the award resulted in payment of money to anyone.

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In 1962, [redacted] had a substantial janitorial contract for the [redacted] in Boston. [redacted] threatened to cancel the contract for lack of performance. [redacted] called him, [redacted] upset over the potential of losing this contract, he then talking with [redacted] who set up a meeting between [redacted] and himself. [redacted] was very upset and appeared serious in cancelling the contract. It was a fact, at this time, that [redacted] had as much as 25 percent less people working on this contract than there should have been, of which, [redacted] appeared aware. Coupled with the threat of losing that contract and the fact that another bid for a one year contract was forthcoming, which appeared to always go to the low bidder, who could be rejected if not qualified, he asked [redacted] for a chance to resolve the problem. He told [redacted] that he would get sufficient people in the building to do the job right and that he would stay on top of this problem. He contacted [redacted] of Sanitas, told him the problem, and stressed the importance of getting the job done right. Over the next several weeks, he contacted [redacted] who acknowledged an improvement, but said more should be forthcoming, indicating he would go along with [redacted] for a short while to see if they could do the job properly. He had [redacted] come up to meet [redacted] to make sure [redacted] was aware of his efforts, performance improving, which

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[ ] acknowledged. A bid for the subsequent year was forthcoming, [ ] again the low bidder receiving the contract.

After the contract award, he told [ ] he would like to do something for him, [ ] replying this was not necessary, that [ ] would have to do a good job or he would throw them out. He told [ ] that he would like to give him 2,000 shares in Reclamation Systems, Incorporated (RS), for what he, [ ] paid, 16 cents per share. [ ] telephonically contacted him the following day and told him not to put the securities in his, [ ]'s, name but rather the name of a nominee, one [ ]. At this time, the stock was selling for \$10 a share but with a two year sale restriction that would have reduced its market value a few dollars per share. He personally handed the stock certificates to [ ] after Attorney [ ] had transferred the shares from his, [ ] name, to [ ]. He has no recollection as to whether or not either [ ] or [ ] sent a check to pay for the stock at 16 cents per share. [ ] was the only state or municipal official to whom he gave RS stock certificates. He had given a substantial sum to Brandeis University as well as friends. At the time he gave them to [ ], RS was then in the process of building a plant to handle solidwaste compaction but then not actually performing services. RS is currently functioning and located in Cambridge, Massachusetts.

[ ] paid someone at the Statehouse \$60 weekly, per [ ], identity of said individual not known to him. He did receive the impression from [ ] that this person was no one of any importance. This money came from the [ ] account in the same manner as he previously described. He noted he actually gave [ ] \$30,000 to \$40,000 in cash over a period of time, no one at [ ] acknowledging they knew what happened to it, [ ] at one time acknowledging that he had received the money and that it was in a safe.

Sanitas used [ ] to distribute cash to subsidiaries, and he estimates approximately \$600,000 in cash was distributed from said account over a three

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year period. [ ] books and records are currently in the custody of his attorney, [ ], per court order. Cash payments were made from [ ] to subsidiaries in Tampa, Atlanta and Detroit, one Sanitas subsidiary in Detroit receiving approximately \$100,000 within about one year. He had no specifics as to whom the money was ultimately paid. [ ]

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JAF now operates as Sanitas Waste Disposal of Massachusetts, Incorporated. Howard and Banco disposal companies are now subsidiaries of SCA, as is United Disposal and M & C and Dooley are subsidiaries of Browning Ferris Industry.

Attorney [ ] who at one time was [ ], received \$2,500 via JAF check to collect a \$7,000 bill owed Sanitas by the City of Boston, which to his knowledge, was never paid. [ ] is no longer with Sanitas. [ ], a former resident of [ ], is reportedly residing somewhere in the [ ]. The majority of the Sanitas officials with whom he was associated, specifically [ ], have all left Sanitas. He himself resigned from Sanitas effective [ ], providing [ ] for about four months after his resignation. He is currently employed as a [ ] [ ] Massachusetts, and resides at [ ] Massachusetts.

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Present during the above interview were the following: Assistant United States Attorney [ ] Attorney [ ] and Internal Revenue Service Agents [ ] and [ ]

BS 92-2202

On February 26, 1975, Assistant United States Attorney (AUSA) [ ] made available a letter dated September 28, 1970 from Attorney [ ] [ ], Boston, to the Stock Transfer Department of the National Shawmut Bank of Boston which letter authorized the transfer of eighteen thousand shares in Reclamation Systems Inc. to several persons, a total of two thousand shares to a [ ]

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[ ] This letter directed that a certificate should be issued to [ ] and a singular certificate for a total of 27,500 shares held by [ ] be changed to contain shares remaining after transfer of eighteen thousand.

BS 92-2202

On February 26, 1975, [redacted]  
Stock Transfer Department, The National Shawmut Bank  
of Boston, 1 Center Plaza, Boston, was served with a  
subpoena calling for production of the following records:

1. Instructions and authorization from Attorney  
[redacted] via letter dated September 28, 1970,  
to transfer from Certificate Number 318, reflecting  
ownership of 27,500 shares in Reclamation Systems, Inc.,  
18,000 shares reflecting said ownership to twelve  
individuals, including 2,000 shares to a [redacted]  
[redacted]
2. Cancelled Certificate #318 of Reclamation  
Systems, Inc.
3. Transmittal of the certificates issued  
pursuant to Paragraph 1. above to the owners and/or  
[redacted]
4. Identification of the specific certificate  
issued pursuant to Paragraph 1. above to [redacted]  
[redacted] for 2,000 shares.
5. Record reflecting any dividends paid on  
certificate referred to in Paragraph 4. above.
6. Any subsequent transfer or certificate  
issued to [redacted] and/or record reflecting said  
certificate is still in possession of [redacted]
7. Notices that would have been mailed to  
stockholders of record subsequent to October 1, 1970.

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BS 92-2202

[ ] said that the National Shawmut Bank of Boston continued to act as Transfer Agent for Reclamation Systems, Inc.; that as of December 31, 1974 [ ] was still listed as the owner of 2,000 shares. b6 b7C

BS 92-2202

Efforts to serve a subpoena to [redacted] [redacted] February 27, 1975 were negative. AUSA [redacted] subsequently advised that [redacted] was served to appear before the Federal Grand Jury on March 26, 1975. Subsequently, Attorney [redacted] Providence, Rhode Island advised [redacted] that [redacted] was senile and a guardianship petition was filed relating to [redacted] in 1975. [redacted] included as enclosures to his letter copies of the following:

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1. Via a petition of [redacted] Probate Judge [redacted] [redacted] appointed [redacted] as guardian of the estate of [redacted] personal estate estimated at \$250,000.

2. A letter from [redacted] M.D., Neurology, dated November 7, 1974, said letter describing [redacted] as revealing "evidence of a moderate chronic brain syndrome with significant impairment of recent memory, disturbance of orientation and disturbance of higher cognitive functioning". This letter described a presumptive diagnosis of Senile Psychosis; it is noted that the patient's mental capacities are significantly impaired and it would seem appropriate that a trustee be appointed for him.

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In view of the above information AUSA [redacted] on March 25, 1975 noted successful prosecution of the [redacted] phase of this case appeared unlikely.



FEDERAL BUREAU OF INVESTIGATION

Date of transcription 3/5/75

[redacted] Florida, advised that he is temporarily residing at the above address and is in the process of moving to [redacted] Florida. [redacted] stated he will reside at this address until April, 1975, when he anticipates leaving Florida and returning to Boston, Massachusetts, at which time he will reside at [redacted] Boston, Massachusetts.

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In regards to his previous employment, he stated that he was employed by the [redacted] for approximately [redacted] prior to [redacted]. The [redacted] was a waste disposal company in Boston, Massachusetts. In 1969 or early 1970, [redacted] who at that time [redacted] and [redacted], both being engaged in waste disposal business, [redacted] which was also engaged in the disposal business. The primary purpose of the [redacted] was for capitalization purposes, at which time stock was to be issued, which would be sold over-the-counter. He indicated that they, meaning the individuals who would own stock in Sanitas, expected to make a profit on the increase in price of the stock. He further commented that at the present time, stock issued by Sanitas is presently under investigation by the SEC.

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In regards to [redacted] he stated that this company primarily engaged in open truck operations concerning the pickup of garbage cans and other items which were not placed in the containers compact units. Clean Brite, Inc., [redacted] was primarily engaged in office cleaning in downtown Boston area.

From [redacted] [redacted] and in this position his primary job was the [redacted] and thereafter submitting bids both commercially and governmental, to the proper agencies for contracts concerning the garbage disposal industry. In [redacted] he and [redacted] from [redacted]

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Interviewed on 3/4/75 of [redacted] Florida File # Tampa 92-1957

by SAs [redacted] and [redacted] JAA/sjm Date dictated 3/5/75

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[redacted] and since that date he has not been employed. However, he did comment that he receives a monthly income by check from the City of Boston which is transmitted to him by [redacted]. He did not comment regarding services that he has performed for this remuneration.

[redacted] stated that during January, 1970, he went on vacation to St. Petersburg, Florida, area and was in Florida until March, 1970, when he returned to Boston. Upon returning to Massachusetts, he was told by [redacted] that he had been appointed [redacted] in [redacted] was [redacted] this corporation and [redacted] was the individual who actually had the knowledge and [redacted] of the company. He stated that he commuted from Boston to Cranston during March, 1970, up until June, 1970. In June, 1970, [redacted] told him that he was to come back to Boston to [redacted].

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[redacted] His job as [redacted] consisted of [redacted] as well as the responsibility of [redacted].

[redacted] He stated that Sanitas' city contract covered the central district, which is known as 1B section. This section consisting of both commercial and residential work, and the commercial work was located in the area from Massachusetts Avenue north to Charles River. The residential area consisted of area north of Beacon Hill to the southend of Park Bay. The contracts for these areas were to be submitted and would be awarded in April, 1972.

He stated that sometime prior to the Primary Election in 1971, he was contacted by an individual in city government, ([redacted] had no knowledge of the contact) who called him and said that Mayor WHITE wanted to see him. He went to the Mayor's office and it was his understanding at that time that a list of garbage contractors had been prepared and a time allocated to them to report to the Mayor's office; however, there were no contractors in the office when he reported. He stated that when he met with Mayor WHITE, that the Mayor had a list of contracts that Sanitas had with the City. [redacted] stated that WHITE had a list reflecting the amount of money which had been paid to the Sanitas Corporation from the City of Boston. [redacted] stated that he pointed out to WHITE that all of the expenditures were in regards to waste disposal, but also reflected work which had been performed by other divisions of the Sanitas Corporation. He stated that he asked WHITE what he

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wanted and WHITE told him that he might have difficulties in getting elected and needed money as he wanted to "win big." WHITE told him that he had never done this before, but needed the money for his campaign expenses. He stated he asked WHITE how much and WHITE told him "ten big ones", meaning \$10,000. [ ] stated that he told WHITE in no way could Sanitas contribute this much to his campaign. He stated that he recalled at this time he walked over to the window and pointed out to Mayor WHITE a trucking concern that was operating illegally in Boston and WHITE told him he would take care of this matter. He stated that this trucking concern was the Charlie George Trucking Company.

[ ] stated that he does not recall the individual who made the appointment for him to see WHITE, but feels confident that it was a city employee. He further stated that he did not observe any other disposal contractors in WHITE's office, but was told that [ ] (Phonetic) United Disposal of Boston and [ ] (Phonetic) of Howard Disposal, had been at the Mayor's office and he is of the opinion that they also made a contribution, but not as large as the contribution made by Sanitas. It was his recollection that Howard Disposal had been through Mayor WHITE's office the day after he, [ ] was there. b6 b7C

After his conversation with Mayor WHITE was completed he returned to Sanitas and told [ ] of the Mayor's request. [ ] told him that this could be handled and he recalled that [ ] called Clean Brite and told them that they would have to pay half of the \$10,000. It was his impression that Clean Brite agreed to this payment. [ ] commented that eventhough Clean Brite agreed, it is his personal opinion that the \$10,000 that was eventually contributed to Mayor WHITE's campaign, was taken from funds of Sanitas, Inc. [ ] stated that he has no independent recollection of accompanying [ ] to the Mayor's office to make the \$10,000 contribution. however, he stated that he would not deny accompanying [ ] and it is possible that he did so, but he has no personal recollection. He stated that if [ ] said he accompanied him, that he could have been with [ ] when the payment was made. [ ] stated that [ ] is an egotistical individual who had never met the mayor before and wanted to meet the mayor to build his ego up and he feels confident that [ ] personally made the payments to Mayor WHITE. He stated that there is no question b6 b7C b7D

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in his mind that the \$10,000 payment was made and that Sanitas through [ ] made the payment, but again reiterated that he has no personal recollection of accompanying [ ] to Mayor WHITE's office. In this regard, he stated that he has a list of checks which were transferred from one of the corporations and he would make this list available, which could possibly pinpoint the \$10,000 payment made to Mayor WHITE.

[ ] specifically questioned as to any meetings that he might have had with other waste disposal contractors concerning contracts with the City of Boston. He stated that it was his practice, as well as other disposal contractors, to get together to compute the cost factors in submitting bids for their territories and in this regard, he had numerous meetings with the different contractors. However, he pointed out that these meetings were based strictly on the contracts anticipated and what the future wage demands made by the Teamsters Union would be. He stated that to successfully bid, it would be necessary to have this information available. He stated that at no time did he ever attend a meeting in

[ ]'s office in which [ ] (phonetic) and [ ] were present, in which contracts were discussed to the effect that the contractors would bid on different areas or sections, and thereafter, after successfully obtaining the contracts, transfer these sections back to the other contractors who originally had them. He was specifically asked what contract Sanitas bid on in the 1972 contracts and he stated that they bid on the area previously serviced by Dooley's Disposal. He would not explain or could not explain why they bid on the Dooley section and why they subsequently transferred the Dooley section back to Dooley and Dooley in turn transferred the section 1B back to Sanitas. He did comment that the Dooley section would be a lucrative operation, however, the downtown section would mean approximately \$1,500,000 more business to Sanitas than the Dooley section. He could not or would not explain why the transfer was made, but denied having any agreement with Mayor WHITE or JOE CASAZZA, Commissioner of Public Works, that the territories would be transferred back to the contractors who previously held them prior to the issuance of the new contracts. He emphatically denied submitting a bid which would include a \$150,000 over and above the normal profits expected to be realized from the contracts. In

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regards to the transfers of the section, he commented that Sanitas having the proper equipment could do a better job in section 1B than Dooley, however, he again denied any possible collusion between Dooley, Sanitas and the City of Boston.

In regards to Commissioner of Public Works JOE CASAZZA, he stated that under no circumstances would this individual accept a bribe or do anything illegal and he was an honest upright person who would not accept any payments in any way. He stated he definitely did not have any discussion with this individual as to the transfer of the section for the \$10,000 consideration made to Mayor WHITE's campaign.

In regards to [redacted] who [redacted] a waste disposal company as a subsidiary for Sanitas, he stated that he did have a serious falling out with [redacted] and stated that he did threaten to shoot [redacted]. He stated that [redacted] had previously [redacted] company and was attempting to have it [redacted] and he, [redacted] contacted [redacted] and [redacted] agreed to assist in having the disposal company returned. After this conversation, [redacted] walked into another office and he, [redacted] overheard [redacted] make the statement that he was going to report the matter to the Attorney General and cause trouble for [redacted]. [redacted] at this time told [redacted] that if he caused any embarrassment to him or his family, that he would shoot him. He stated that eventually the dispute was resolved and the business was sold back to [redacted].

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[redacted] advised that he was returning to the Boston area on or about [redacted] and can be contacted at his former residence if any information is desired.

## FEDERAL BUREAU OF INVESTIGATION

1.Date of transcription 2/24/75

[redacted] and [redacted] was initially contacted at Boston City Hall and advised by SA SHEEHAN that he, SHEEHAN, then had in his possession a subpoena directed to the Clerk for the City of Boston calling for production of reports reflecting contributions and disbursements relative to the 1971 Boston Mayoralty campaign relating to the successful candidate and current Mayor of Boston, KEVIN H. WHITE. [redacted] was told that in an effort to prevent unnecessary publicity SA SHEEHAN was personally contacting [redacted] and asking that the desired records be made available voluntarily. [redacted] said the production of such records could be no problem under ordinary circumstances since Mayor WHITE and he considered these records to be of a public nature but under the applicable laws relating to said records in 1971 they were destroyed. [redacted] pointed out that current laws require these records to be kept for the entire term of the candidate's office.

[redacted] was told that as of 11:00 a.m. today (February 19, 1975) FBI inquiry had determined that said records were available and were under the control of the Boston City Clerk in a locked vault. [redacted] attempted to contact the City Clerk telephonically, subsequently advising said individual had left for the day and that he, [redacted] would resolve the matter during the morning of February 20, 1975. b6 b7C

On February 20, 1975, [redacted] made available a copy of a report filed by the KEVIN H. WHITE for Mayor Committee with the Boston City Clerk on September 28, 1971, said report reflecting receipts and disbursements. [redacted] said this report related to the primary campaign; that the City Clerk was not aware a copy was placed in the safe by one of his assistants; that there are no reports available relating to the final election of 1971, said reports destroyed and no copies maintained.

Interviewed on 2/19 & 20/75 at Boston, Massachusetts File # Boston 92-2202

by SA ROBERT E. SHEEHAN and  
SA [redacted] - RES/gm Date dictated 2/21/75

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A review of the report made available for [ ] containing receipts and expenditures of the KEVIN H. WHITE for Mayor Committee revealed reported receipts, expenditures, disbursements, and liabilities from June 3, 1971 up through September 14, 1971. This report contains only activity relating to the 1971 primary election as distinguished from the final election which took place in November, 1971.

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No record of receipts from [ ] and/or Sanitas and Freaney Company could be located.

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## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/25/75

1.

[redacted]  
[redacted] Massachusetts, provided the following information at the offices of the United States Attorney for the District of Massachusetts. Assistant United States Attorneys [redacted] and Internal Revenue Service (IRS) Intelligence Agent [redacted] also participating in the interview:

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He worked for [redacted] ([redacted]), a waste disposal company for [redacted] years, serving as [redacted] when [redacted]. In about June, 1970, while [redacted] company in [redacted] an [redacted] called and requested he come back to [redacted] in Boston, which he did, subsequently being named [redacted]. He did not know [redacted]'s specific title with Sanitas at this time but did know he was [redacted] and at one time was designated as [redacted].

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He was aware that [redacted] also [redacted] a company called [redacted] by [redacted] that substantial checks were drawn against JAF via [redacted] invoices; that exclusive of open truck services performed by [redacted] for JAF, other charges ie "dumping fees" and "work done in district" was not performed.

During the years 1970-73 the books and records of JAF were handled in the Cleanbrite (a janitorial services [redacted] and also acquired by Sanitas) offices in East Boston as distinguished from JAF's South Boston location [redacted] served as [redacted] at Cleanbrite and was authorized to sign JAF checks, maintaining the checkbook and other JAF records at the East Boston location. When [redacted] operated out of the East Boston location he assumes that the [redacted] invoices were typed there, [redacted] obtaining the check from [redacted]. Later, when [redacted] moved to the [redacted] [redacted] would handle payments via a telephone call

Interviewed on 4/22/75 at Boston, Massachusetts File # BS 92-2202

by SA ROBERT E. SHEEHAN/st Date dictated 4/23/75



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2.

instructing that an invoice be prepared, [ ] either picking up the check personally or having a JAF employee, ie, [ ] deliver the check to him. When JAF books and records came into JAF custody, physically, [ ] would telephonically instruct one of the employees what to type on the [ ] invoice to support subsequent checks issued. [ ] was an [ ] and [ ] to obtain the checks. He was never given any reason for the fictitious [ ] invoices other than impressions that the money was being loaned to other Sanitas subsidiaries or otherwise used to expand Sanitas' rubbish business in other parts of the country. He did not know specifically what [ ] did with the money; said he spoke to [ ] telling him to stop that practice, almost immediately coming back and telling him to not do so.

He pointed out that JAF books and records were maintained by [ ] at some distance from JAF; that he would forward invoices received via normal channels to [ ] for payment; that [ ] was [ ] At no time did [ ] subsequently also designated as authorized signator of the JAF account, ask him about the invoices and/or issuance of checks to [ ] He personally never made out a check to [ ] nor did he personally receive proceeds of these checks, adding he "never benefited five cents".

He has no recollection of seeing any of the JAF cash payments journals; saw only the monthly report summarizing operations; understood that [ ] had one loan for \$50,000.00 which was not repaid as of April, 1974.

At one point he asked auditors working on JAF books to prepare for him a list of the [ ] checks which he received and has at home.

[ ] worked for [ ] for several years at [ ] then [ ] subsequently named [ ] When [ ] by Sanitas in late [ ] told

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him that weekly checks should be issued to [ ] for approximately \$3400.00, which was done, checks signed by either [ ]. He has no recollection of invoices being issued to support issuance of the checks, thinking [ ] could have signed petty cash slips. He was given the impression that the money was for dumping charges but was never told the purpose of these payments which fact [ ] acknowledged in his presence when questioned by the Sanitas officials in 1974, one named [ ] the other name he could not recall. Sometime prior to April, 1974, Sanitas officials decided to get rid of accounts handled by [ ] that apparently required the weekly withdrawal. A former Sanitas official whose name he could not recall took these accounts. He has no knowledge as to what [ ] did with the money; said [ ] handled no municipal, state, or Federal government accounts; that some of the accounts he recalled [ ] as handling were:

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CAER - Fastener

H. P. Kowd

United States Chemical

Humble Oil

Serta Mattress

Harvard University

It appeared to him that payments to [ ] were a continuation of payments made to [ ]

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When asked if anyone at Sanitas gave him funds, with the request he give funds to anyone else, he said he preferred not to answer that question, than adding anything in that category was minor, ie, getting money to buy tickets for someone.

Sometime in 1971 and before the primary election of a Mayor for the City of Boston, he received a telephone call from an individual identifying himself as working for Mayor WHITE, said individual's name he did not recall. He was told that an appointment had been set up for him to contact

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WHITE at Boston City Hall. He had never previously been contacted by Mayor WHITE but was not surprised at getting the call, pointing out he knew WHITE was a candidate for re-election; that JAF had the downtown waste disposal contract for the City of Boston. He had the impression that WHITE had made appointments with other contractors; had no knowledge of prior donations by JAF to WHITE; had been asked many times to buy tickets for dinners on behalf of political candidates.

He kept the appointment with Mayor WHITE in WHITE's office. The Mayor initiated the conversation by showing him monies paid by the City of Boston to JAF. These figures were not accurate, containing amounts paid to a sewer company no longer controlled by JAF, concerning which he so advised the Mayor. WHITE said he was running for re-election against LOUISE DAY HICKS and expected a tough campaign, that he needed money for the campaign and was looking to him, [redacted] for help. He commented that WHITE never did anything for him, WHITE suggesting that he never asked him for anything. At this point he was looking out the window and saw one of [redacted]'s trucks, pointing out to WHITE that [redacted] had no permission to operate in the City of Boston, that [redacted] was non-union, a price cutter who was taking business away from him.

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WHITE indicated he would look into that situation, then told him that he wanted that amount, writing \$10,000 on a piece of paper. He replied WHITE had to be crazy, WHITE replying he did not see why this could not be done. He pointed out that he was an errand boy and that he would talk to his boss and get back. After leaving WHITE, he went to [redacted]'s office, telling [redacted] of WHITE's request, [redacted] immediately saying to give the money to WHITE. [redacted] obviously did not know WHITE at this time, he, [redacted] telephonically contacting WHITE and introducing WHITE telephonically to [redacted]

[redacted] told the Mayor that the problem could be handled. Subsequently, the date he cannot recall, he went to WHITE's office and [redacted] handed WHITE an envelope containing \$5,000 in cash. [redacted] went to see WHITE again with another \$5,000, he not present, [redacted] indicating that Attorney [redacted] was then present. He has no recollection of any conversation between WHITE and [redacted] at the time the \$5,000 was given to WHITE. He has no specific knowledge how [redacted] obtained the \$10,000 cash but assumes it came from [redacted] vouchers charged to JAF. [redacted] indicated initially that [redacted] would pay \$5,000 since they were cleaning the [redacted] the remaining \$5,000. However, he feels certain the entire \$10,000 came from the [redacted] account.

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The \$5,000 [redacted] gave to WHITE in his presence occurred in the office of Mayor WHITE at Boston City Hall.

As far as he knows WHITE did nothing about [redacted]'s trucks operating as he always did from the time of WHITE's request to the present.

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He has no specifics as to whether or not other contractors made contributions to WHITE's re-election campaign; heard talk that other contractors gave \$1,000 and were amused that JAF gave \$10,000. He pointed out that Mayor WHITE could not do any damage to JAF if they did contribute to his campaign re-election nor could he cause

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any severe problems to the other contractors. The City of Boston contracts are handled on a bid basis every 3 years. The Commissioner of Public Works for the City of Boston, JOSEPH CASAZZA, is a hard-nosed individual who could not be approached with any kind of a dishonest or illegal deal.

In 1972 he personally submitted a bid of JAF for the City of Boston waste disposal contracts. He arrived at his bid figures via consultation with other company employees and talked with other contractors about what amount would be offered in connection with the Local 379 contract, a big factor in any bids. He never discussed what bids other contractors would make nor did he have any knowledge of contractors meeting to have an agreement on what prices they would submit in the several Boston districts. Via years of experience in the business he could pretty well analyze what other contractors might bid but never received this information on a specific basis from anyone. [ ] did not know his final figures bid in connection with the 1972 contracts, he computing all data and making a final decision as to what bid he would make by himself at the Howard Johnson Motel on the Southeast Expressway, Boston. When the bids were opened, [ ] had the low bid on the downtown district, 1B, he receiving the low bid on the Roxbury District. Roxbury had a good profit factor and he was not overly upset. [ ] had bid about \$150 a week lower on the 1B district than he had. JAF had had the 1B district for many years and had the expertise in handling problem areas, ie, the North End, with its narrow streets and serviced many private accounts with containers placed with said accounts some years ago. The contractor having District 1B was permitted to dump its commercial accounts without charge at the city of Boston dumping facilities which naturally increased profit factors. It would necessitate a company taking over 1B for the first time to invest a substantial sum of money to take away the private, commercial accounts that had been serviced by JAF for many years.

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JOE CASAZZA telephonically contacted him after the bid awards and asked if JAF would take back 1B at [ ]'s bid price, [ ] to take back Roxbury at the price bid by JAF. CASAZZA pointed out the problems that

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would arise with a new contractor in District 1B, pointing out he wanted to avoid these problems by having experienced companies take back the districts they previously serviced. This was accomplished and he had no information that an agreement to do so was made at this time. In response to a question as to whether or not [ ] met with other contractors to rig the bids and therefore to obtain extra profits with the pre-knowledge they would all get their own districts back, he commented he knew of no such plan; that all of the contractors hated [ ]'s guts and would not trust him; that [ ] never even knew the price being bid by JAF let alone the other contractors.

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In connection with the 1975 bids which resulted in the City of Boston saving money over the 1972 bids, he pointed out that the City of Boston established a new bid procedure in that instead of all districts being bid the same day, initially three districts were put out on bid, a Black man from Hyde Park entering the bidding for the first time and submitting a low bid that shut out other contractors. A second bid was then contested, the Hyde Park man again bidding low, the other contractors reducing their profit figures substantially in an effort to get some work. This procedure resulted in lower bid prices, Sanitas, via [ ] submitting a bid in District 1B that was ridiculously low and was actually increased \$80,000 per year by the City of Boston to insure performance. [ ] also submitted other ridiculously low bids and Sanitas was losing \$18,000 monthly as a result of his mis-management. He noted that the City of Boston contracts are awarded every three years, the city picking up 50 percent of the labor increase cost annually.

[ ] pointed out that the unions always had the bidding companies "over a barrel" by having their contract expire the same time new contracts would be awarded by the City of Boston; the decisions as to what pay would be offered to the union would result in last minute changes in anticipated bids and require companies to operate on the new contracts for the City of Boston almost immediately upon award.

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/24/75

1.

JOSEPH F. CASAZZA, Commissioner of Public Works, City of Boston, was interviewed at the Boston City Hall, at which time he provided the following information:

He has never received any information alleging that refuse contractors met prior to City of Boston bids to discuss what specific bids they would submit and agree to bid in certain districts with the understanding that they would receive back districts previously handled by them on prior contracts. He is aware that contractors would meet jointly prior to bid submission in an effort to determine what would be the amount agreed to pay the Teamsters Union in connection with that union's annual negotiations. He pointed out that the Teamsters Union contract in prior years up until 1974 coincided with the bid dates, causing bids to come in late, no contractor submitting a bid until the labor rate had been resolved. In efforts to stimulate early bidding, he himself had met with the union and company officials in the past.

He was asked if Freaney Company and Dooley Brothers successfully bid on the Roxbury and Boston Proper districts, respectively, in 1972 and if after said bids these companies were permitted to return to the districts they previously handled, Freaney in Boston Proper, Dooley, the Roxbury area. He replied that there were no bids in 1972 and that Agent SHEEHAN was undoubtedly referring to bids advertised February 17, 1971 and March 8, 1971 and awarded April 1, 1971 for the period April 1, 1971 to March 31, 1972 with options for second and third year contracts if the city so elected. He stated this situation did occur and he did recommend that the areas be swapped at no cost for the city pointing out there was no time to permit Dooley to acquire additional equipment needed to handle the Boston Proper district; that a switch of contractors with such little notice could be disastrous in the downtown area; that he suggested the switch be made, both contractors agreeing, at no cost for the City of Boston. He noted for the same set of circumstances,

Interviewed on 4/24/75 at Boston, Massachusetts File # BS-92-2022

by SA ROBERT E. SHEEHAN/mm Date dictated 4/24/75

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i.e., the time element, several other contractors were permitted to take back old districts, again at no cost to the city. The decision to so handle the 1971 awards was his and he so advised the Finance Commission of the City of Boston, receiving their approval, then preparing a letter for the Mayor of Boston explaining what was being done and why. He made a copy of a letter from him to Mayor KEVIN WHITE dated March 30, 1971 which outlined the switching of districts.

He noted that the rubbish problem in the city of Boston is complex exclusive of non-commercial work; that in the absence of preparation, tremendous service problems could result with the contractor receiving awards one day to handle the district completely strange to him, adding the problem of acquiring disposal equipment without sufficient time could be an insurmountable problem.

He said the practice of permitting contractors to dump their commercial accounts refuse at a city of Boston facility free of charge is longstanding; that the philosophy behind this practice is that the contractors will bid lower on the city work to get the dumping privileges. The decision on switching of the districts as described in the letter dated March 30, 1971 was made by him in the best interest of the city and to insure continuity of service. At no time did Mayor WHITE or anyone else suggest that said switching occur. Again, the timing of the union negotiations created the problem that he resolved via switching the districts.

CASAZZA was asked if he could give any information as to why refuse collecting costs decreased over the past two contracts, CASAZZA then advising as follows:

Prior to his appointment by the City of Boston, garbage and refuse collections were made individually, one truck with three men running up a street collecting garbage another truck with three more men working the same street collecting other refuse. The change in processing of food and greatly increased utilizations of home disposals resulted in a gigantic decrease in the amount of garbage to be collected. He therefore consolidated collections, after a year or two of negotiations with city unions who initially balked at this move, resulting in large savings.



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Additionally, the city changed its fiscal period so that the 1974 awards permitted him to advertise bids on three separate occasions as distinguished from one bid as had occurred in prior years. The first bid was for one part of Boston, probably three districts, the unsuccessful bidders coming in much lower on subsequent bids, knowing they had to have these contracts to service. This naturally resulted in a substantial reduction of bid prices and probably, of course, profits to the disposal companies. A change in bidding was strictly his concept and he was permitted to do so only because of the change in fiscal periods which permitted the bids to be negotiated without the threat of a Teamsters contract expiring at the same time and the possibility of a strike.

CASAZZA said he has operated the Boston Public Works Department with no interference; that he is an engineer as distinguished from a political worker; that, accordingly, he has never approached contractors to obtain or discuss campaign contributions to Mayor WHITE. He said he has operated his department without being plagued by any political interference; that some refuse contractors did meet with Mayor WHITE to complain about him, WHITE declining to involve himself in a discussion with them wherein anything of substance was discussed in his, CASAZZA's absence.

CASAZZA again noted that there were no bids in 1972; that bids were received in 1971, the City of Boston picking up its second and third year options, the next bids issued in 1974.

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The following is a copy of a letter made available by JOSEPH F. CASAZZA dated March 30, 1971 directed from him to the Mayor of Boston.

JOSEPH F. CASAZZA

Commissioner

JOHN F. FLAHERTY

Deputy Commissioner

Telephone 722-4100

Ext. 700

CITY OF BOSTON  
PUBLIC WORKS DEPARTMENT

ONE CITY HALL SQUARE

BOSTON, MASS. 02201

DIVISION ENGINEERS

John F. Flaherty, Sanitary  
Frederick L. Gorvin, Engineering  
Charles M. Martel, Highway  
John P. Sullivan, Water  
James F. Carter, Sewer

March 30, 1971

COPY SENT TO  
CITY RECORDS  
PUBLIC WORKS  
MAYOR'S OFFICE

Honorable Kevin H. White  
Mayor of Boston  
One City Hall Square  
Boston, Massachusetts

Dear Mr. Mayor:

*By Municipal Engineer*

Your approval is respectfully requested to dispense with further public advertising and to the award of contracts for "Collecting and Removing Garbage and Refuse" in various districts of the City to the second low bidder in each district, but at the low bid price in each district. The bidders, the reason for the award and the contract amounts are as stated below.

The work to be done under these contracts is for the period April 1, 1971 to March 31, 1972, with options for a second and third year contract if the City so elects. Proposals were received March 23, 1971, after public advertising in the City Record February 15, 1971 and March 8, 1971.

	<u>District</u>	<u>Contractor</u>	<u>Low Bid Price</u> <u>per year</u>
1A	Charlestown	Banco Corporation 530 East First Street South Boston, Massachusetts	\$ 122,249,.20

The low bidder J.F. Ryan, Inc., has been recommended for the award of a contract in the Brighton District, which district he has had under contract for the past several years and indicated that he preferred not to be awarded the contract in the Charlestown District. The second bidder Banco Corporation who has provided satisfactory service under contract in the Charlestown District for several years agreed to accept the contract at the low bidders price.

1B	Boston Proper	James A. Freaney, Inc. One Ellery Street South Boston, Massachusetts	\$ 747,074.40
----	---------------	--	---------------

The low bidder Dooley Brothers, Inc. is being recommended for the award of a contract in the Roxbury District in which they have performed

March 30, 1971

satisfactory services under contract for many years and expressed preference for remaining in that district rather than moving to a new district. The James A. Freaney, Inc. has performed this work in the City Proper District in a satisfactory manner for many years and preferred accepting a contract in the City Proper District rather than accepting a contract in the Roxbury District.

3 - Dorchester North      Jeffries Disposal Corp.      \$ 772,336.00  
316 Marginal Street  
East Boston, Massachusetts

The low bidder United Contracting Co., Inc., of Boston is being recommended for the award of a contract in the South Dorchester District in which they have performed satisfactory services under contract for many years and expressed preference for remaining in that district rather than moving to a new district. The Jeffries Disposal Corporation has performed this work in the North Dorchester District in a satisfactory manner for many years and preferred accepting a contract in the North Dorchester District rather than accepting a contract in the South Dorchester District.

6 - West Roxbury      M & C Corporation      \$ 633,581.20  
100 Hallett Street  
Dorchester, Massachusetts

The low bidder Joseph Amara & Sons, Inc. has been recommended for the award of a contract in Jamaica Plain District, in which district they have performed satisfactory services for many years. They indicated a desire to retain the Jamaica Plain District only. The second low bidder M & C Corporation who has performed this service satisfactory in the West Roxbury District for many years expressed a desire to be awarded this contract and agreed to perform the work at the low bidders price.

7 - Dorchester South      United Contracting Co., Inc. \$ 833,822.80  
Of Boston  
10 High Street  
Boston, Massachusetts

The low bidder Jeffries Disposal Corporation is being recommended for the award of a contract in the North Dorchester District in which they have performed satisfactory services under contract for many years and have expressed preference for remaining in that district rather than moving to a new district. The United Contracting Co., Inc., of Boston has performed this work in the South Dorchester District in a satisfactory manner for many years and preferred accepting a contract in the South Dorchester District rather than accepting a contract in the North Dorchester District.

March 30, 1971

10 - Roxbury

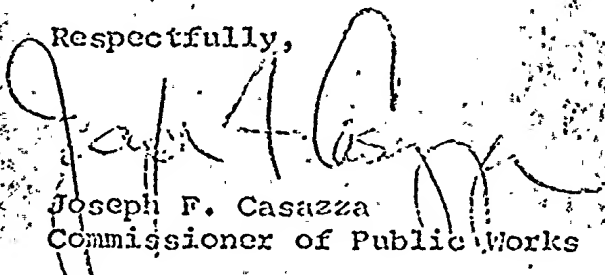
Dooley Brothers, Inc.  
165 Market Street  
Brighton, Massachusetts

\$ 784,532.46

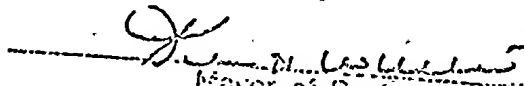
The low bidder James A. Freaney, Inc. is being recommended for the award of a contract in the City Proper District, in which they have performed satisfactory services under contract for many years and expressed preference for remaining in that district rather than moving to a new district. The Dooley Brothers, Inc. has performed this work in the Roxbury District in a satisfactory manner for many years and preferred accepting a contract in the Roxbury District rather than accepting a contract in the City Proper.

Awarding the above contracts as recommended to the second low bidders without an increase over the low bidders price and in view of the excellent service provided by the aforesaid contractors in their present respective districts, will result in maintenance of the high level of performance previously provided by this service and is in the best interests of the City.

Respectfully,

  
Joseph F. Casazza  
Commissioner of Public Works

APPROVED

  
Mayor of Boston, Mass.

JFC/JFF/g1

MAR 31 1971

# FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE <b>BOSTON</b>	OFFICE OF ORIGIN <b>BOSTON</b>	DATE <b>8/4/75</b>	INVESTIGATIVE PERIOD <b>5/29/75 - 7/23/75</b>
TITLE OF CASE <b>KEVIN H. WHITE</b> [Redacted]		REPORT MADE BY <b>ROBERT E. SHEEHAN</b>	TYPE <b>gm</b>
		CHARACTER OF CASE <b>AR - HOBBS ACT</b>	

## REFERENCE

Report of SA ROBERT E. SHEEHAN at Boston 5/6/75.

- P -

## LEAD

BOSTON OFFICE

At Boston, Mass.

Will obtain a definitive opinion re potential prosecution prior to conducting any additional investigation.

SEE REVERSE SIDE FOR  
ADD. DISSEMINATION

ACCOMPLISHMENTS CLAIMED						<input type="checkbox"/> NONE	ACQUIT- TALS	CASE HAS BEEN:  PENDING OVER ONE YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO PENDING PROSECUTION OVER SIX MONTHS <input type="checkbox"/> YES <input type="checkbox"/> NO
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES			
APPROVED: [Signature]						SPECIAL AGENT IN CHARGE		
COPIES MADE: ② - Bureau 1 - USA, Boston 2 - Boston (92-2202)						DO NOT WRITE IN SPACES BELOW		
<div style="border: 1px solid black; padding: 5px; display: inline-block;">             SEP 4 1991              REC. RECD 8-28              M G / L F           </div>						92-16513-5		REC-1
						17 AUG 8 1975		EX 104
Dissemination Record of Attached Report						Notations		
Agency	1cc ROM CRIM. DIV					<div style="border: 1px solid black; padding: 10px; text-align: center;">             DATA PROC           </div>		
Request Recd.								
Date Fwd.	8/27/75							
How Fwd.	106D							
By	[Signature]							

50 AUG 28 1975

COVER PAGE

RECEIVED  
GENERAL INVESTIGATIVE  
DIVISION

AUG 14 4:42 PM '75

F.B.I.  
U.S. DEPT. OF JUSTICE

"Copy furnished  
to GSA

on OCT 27 1983 "

RAK: agw

Photo

CC TO: White House  
REQ. REC'D 7-7-83

JUL 18 1983

ANS.

BY: WRS 1552

Photo

CC TO: SS ID  
REQ. REC'D 6-18-84

JUL 13 1984

ANS.

BY: JG OL Per SA

Kevin H White

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b7c

BS 92-2202

ADMINISTRATIVE DATA

During reporting period case agent also handling following matters:

1. [redacted]; et al, AR - HOBBS ACT, Bufile 92-16079. Case tried 5/19/75 through 6/17/75 resulting in three convictions.
2. West End Urban Renewal Project, New Bedford, Mass.; et al, ITAR - BRIBERY, Bufile 166-6485. This case tried from 7/14/75 to 7/23/75 resulting in two guilty verdicts on Hobbs Act violations.
3. [redacted]  
[redacted] ITAR - BRIBERY, Bufile 166-6714. This case concerns Hobbs Act violation re two of the most prominent Mass. political figures concerning which Grand Jury action has been initiated.

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Boston Office does not contemplate additional investigation until such time as a definite opinion is forthcoming concerning the prosecutive potential of this case.

AUSA [redacted] is on annual leave for the period 7/25/75 through approximately 8/15/75.



UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Boston (Attn: AUSA [redacted])

Report of: ROBERT E. SHEEHAN  
Date: 8/4/75

Office: Boston, Massachusetts

Field Office File #: Boston 92-2202 \*

Bureau File #:

Title: KEVIN H. WHITE;  
[redacted]

Character: ANTI-RACKETEERING - HOBBS ACT

## Synopsis:

Facts of case discussed with AUSA, Boston, Mass., and wide discrepancies between the two potential witnesses noted. AUSA notes facts re [redacted] coupled with [redacted]'s mental health, will be bar to prosecution; requested contact with two additional contractors who made contributions to WHITE's 1971 campaign in effort to determine whether or not pressure exerted. One contractor, [redacted] [redacted] said he didn't recall who or how the contributions were solicited, implying they were probably automatic since the days of [redacted]. The other contractor, [redacted] acknowledged contributions to WHITE's campaign in 1971, claiming no one solicited the contribution; that his contribution was based on fact [redacted] was then working for Mayor WHITE and is presently an [redacted] for the City of Boston.

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BS 92-2202

DETAILS:

At Boston, Massachusetts

The facts of this case were discussed with Assistant U. S. Attorney [ ] on May 29, 1975, and June 25, 1975, at which time it was noted there were wide discrepancies between the only two witnesses to the \$10,000 contribution to WHITE's 1971 campaign. It was noted during this conference that the principal witness, [ ] claimed he decided to make the contribution to solidify SANITAS' position for the 1972 refuse City of Boston bids in the fall of 1971 when, in fact, the contracts had already been awarded in March, 1971, and would not be again awarded until March, 1974. It was also noted that [ ] said he decided to make the contribution and made it accompanied by [ ] while [ ] claimed he had been solicited himself by WHITE, he then going to [ ] who approved paying the \$10,000. [ ] requested at this time two additional refuse contractors who made contributions to WHITE's 1971 campaign be interviewed to determine whether or not pressure was exerted on them; that at the conclusion of said interviews a re-evaluation will be made as to the prosecutive potential of this case. [ ] also noted that the facts relating to the shares of stock given to [ ] coupled with [ ]'s mental health, would be a bar to prosecution as to that portion of [ ]'s statements.

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## FEDERAL BUREAU OF INVESTIGATION

1.Date of transcription 7/3/75

[redacted] was contacted at Banco Division, SCA Disposal Services, 530 East First Street, South Boston, at which time he provided the following data:

He is no longer associated with Banco; was formerly an officer of the firm which merged with SCA; [redacted]

[redacted]

In response to the question as to the purpose of the interview, [redacted] was told it pertained to contributions to the KEVIN WHITE campaign in 1971 and meetings of disposal contractors working for the City of Boston, at which time the prices to be bid and the switching of districts after awards were discussed.

He made contributions to the WHITE campaign in 1971; does not recall the amount; would have to check with [redacted] [redacted] who worked for the firm to determine how much was contributed. Contributions were made by [redacted] and himself from their own funds and not from corporate funds. No one suggested that if contributions were not made that the firm would have problems with their contracts. He doesn't recall who or how the contributions were solicited and in response as to why made noted they were probably automatic since the days of [redacted].

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He never attended a meeting with other disposal contractors in connection with the 1971 City of Boston contracts, at which time contractors discussed what bids would be made and districts to be bid with the understanding they would switch back to districts previously. The City of Boston would handle any changes for districts, not the contractors.

The Federal Government would be able to check the firm's accounting via Internal Revenue Service returns.

Interviewed on 7/1/75 at South Boston, Mass. File # Boston 92-2202

by SA ROBERT E. SHEEHAN and  
SA [redacted] - RES/gm Date dictated 7/2/75

## FEDERAL BUREAU OF INVESTIGATION

1.Date of transcription 7/3/75

[redacted] was contacted at Jeffries Disposal Division, SCA Disposal Services, Charger Street, at which time he provided the following information:

He [redacted] Jeffries Disposal from [redacted] or [redacted]. He is now designated as an [redacted] for Jeffries Disposal.

In 1971 he contributed \$1,500.00 to the campaign of KEVIN H. WHITE who was running for re-election as Mayor of Boston. Payment was via his check from his personal account at the National Shawmut Bank. No corporation funds were used for this purpose. No one solicited the contribution nor did anyone suggest that if he didn't contribute he would have a problem in connection with his work for the City of Boston. His contribution was based wholly on the fact that [redacted] was then working for Mayor WHITE and is presently as [redacted] for the City of Boston. He has no recollection of making a \$500.00 donation in 1971; said his firm formerly operated from Marginal Street in East Boston.

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He has never attended any meeting when contractors discussed what bids they would submit on City of Boston contracts nor did anyone know what he bid prior to opening. He never heard of any agreement among disposal contractors as to which districts would be bid, the bid prices submitted, and/or switching of districts after awards.

He will have his accountant locate cash disbursements journals and cancelled corporate checks for the year 1971 and make them available for review.

Interviewed on 7/1/75 at Revere, Mass. File # Boston 92-2202  
by SA ROBERT E. SHEEHAN and  
SA [redacted] - RES/gm Date dictated 7/2/75

## FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE <b>BOSTON</b>	OFFICE OF ORIGIN <b>BOSTON</b>	DATE <b>11/18/75</b>	INVESTIGATIVE PERIOD <b>9/3/75 - 11/13/75</b>
TITLE OF CASE <b>KEVIN H. WHITE;</b>		REPORT MADE BY <b>ROBERT E. SHEEHAN</b>	TYPED BY <b>gm</b>
		CHARACTER OF CASE  <b>AR - HOBBS ACT</b>	

REFERENCE

Report of SA ROBERT E. SHEEHAN dated 8/4/75 at Boston.

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- P -

LEAD

BOSTON OFFICE

At Boston, Mass.

Will follow with AUSA [ ]

*Photo*  
CIA DIV  
REC 8-22  
SEP 4 1991

-A\*-

*MEXIF*  
*K/KEVIN H. WHITE*

ACCOMPLISHMENTS CLAIMED					<input type="checkbox"/> NONE	ACQUIT- TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES			
							PENDING OVER ONE YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO
							PENDING PROSECUTION OVER SIX MONTHS <input type="checkbox"/> YES <input type="checkbox"/> NO

APPROVED *RK* SPECIAL AGENT IN CHARGE

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1 - USA, Boston  
2 - Boston (92-2202)

92-16513-6 REC-64

14 NOV 20 1975

EX-112

## Dissemination Record of Attached Report

Agency	100 ROM CRIM. DIV		
Request Recd.			
Date Fwd.	12/1/75		
How Fwd.	66D		
By	FJB E 2/2/76		

Notations

*SIX*  
*DATA PROC*

62 DEC 3 1975

COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Boston (Attn: AUSA [redacted])

Report of: ROBERT E. SHEEHAN  
Date: 11/18/75

Office: Boston, Massachusetts

Field Office File #: Boston 92-2202

Bureau File #: 92-16513

Title: KEVIN H. WHITE;  
[redacted]

Character: ANTI-RACKETEERING - HOBBS ACT

Synopsis: No determination made as to prosecutive potential  
of this case.

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DETAILS:

At Boston, Massachusetts

Assistant U. S. Attorney [redacted], District  
of Massachusetts, on November 13, 1975, said no determination  
has yet been made as to the prosecutive potential of this case.

-1\*-

## FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE <b>BOSTON</b>	OFFICE OF ORIGIN <b>BOSTON</b>	DATE <b>2/17/76</b>	INVESTIGATIVE PERIOD <b>12/12/75 - 2/11/76</b>
TITLE OF CASE <b>KEVIN H. WHITE;</b>		REPORT MADE BY <b>SA ROBERT E. SHEEHAN</b>	TYPED <b>mm</b>
		CHARACTER OF CASE  <b>AR - HOBBS ACT</b>	

REFERENCE: Report of SA ROBERT E. SHEEHAN dated 11/18/75 at Boston.

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(C)

*Photo*

CC TO: <i>White House</i>
REQ. REC'D <i>7-7-83</i>
JUL 18 1983
ANS.
BY: <i>WRS/SSL</i>

"Copy furnished  
to *GSA*  
on *OCT 27 1983*"  
*RAK: agw*

*Photo*

CC TO: <i>SS ID</i>
REQ. REC'D <i>6-18-84</i>
JUL 13 1984
ANS.
BY: <i>JG OK Per SA</i>
<i>Kevin H White</i>

ACCOMPLISHMENTS CLAIMED						<input type="checkbox"/> NONE	ACQUIT- TALS	CASE HAS BEEN:
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES			
								PENDING OVER ONE YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO
								PENDING PROSECUTION OVER SIX MONTHS <input type="checkbox"/> YES <input type="checkbox"/> NO

APPROVED <i>REB</i>	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW	
COPIES MADE:	<p>② Bureau (92-16513)</p> <p>1 USA, Boston</p> <p>1 Boston (92-2202)</p>	<p><i>92-16513-7</i></p> <p><b>9 FEB 19 1976</b></p>	<p><b>REC-23</b></p> <p><b>ST-111</b></p>

Dissemination Record of Attached Report				Notations
Agency	<b>1cc ROM CRIM. DIV</b>			
Request Recd.				
Date Fwd.	<i>2/24/76</i>			
How Fwd.	<i>06D</i>			
By	<i>SH</i>			

*Photo*

REQ. REC'D <i>8-22</i>
SEP 4 1991
ANS.
BY: <i>M.A./L</i>

*SIX*  
*x/ Kevin H. White*  
**DATA PROC**

**57 FEB 23 1976**

COVER PAGE

UNITED STATES DEPARTMENT OF JUSTICE  
Federal Bureau of Investigation

## Copy to:

1 USA, Boston  
Attn: AUSA [REDACTED]

## Report of:

ROBERT E. SHEEHAN  
Date: February 17, 1976

Office Boston, Massachusetts

## Field Office File #:

92-2202

## Bureau File #:

92-16513

## Title:

KEVIN H. WHITE;  
[REDACTED]

## Character:

ANTI-RACKETEERING - HOBBS ACT

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## Synopsis:

AUSA, Boston said there was no supporting evidence that would enable him to initiate a course of prosecutive action.

(C)

## Details:

On February 11, 1976, Assistant United States Attorney [REDACTED] District of Massachusetts, Boston, Massachusetts said there was no supporting evidence that would enable him to initiate a course of prosecutive action; that he is closing his file.

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BS 194C-59



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On 2/11/76, AUSA [redacted] declined prosecution in this matter because there was no supporting evidence to warrant prosecution.

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